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THIS MORTGAGE is made and entered into this 3rd day of June, 1999, by and between Brian T. Madvig and Margaret E. Madvig, whose address is 465 Highcrest Dr., Wilmette, Ill. 60091, (hereinafter referred to as "Mortgagor") and Merwin R. Crow, whose address is P.O. B. 622, Wilmette, Ill. 60091, (hereinafter referred to as "Mortgagee").

WITNESSETH, that in consideration of the premises and in order to secure the payment of both the principal and interest and any other sums payable on the Note (as hereinafter defined) or this Mortgage and the performance and observance of all of the provisions hereof and of said Note, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages, and sets over unto Mortgagee, all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in the County of Cook, State of Illinois, more particularly described in Exhibit "A", attached hereto and made a part hereof, together with all buildings, structures and improvements of every nature whatsoever, now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits from said real property and together with all proceeds of the conversion, voluntary or involuntary, of any of

THIS MORTGAGE is made and entered into this 3rd day of June, 1999, by and

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MORTGAGE AND SECURITY AGREEMENT

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the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards. The foregoing real property and tangible and intangible personal property are hereinafter referred to collectively as the Mortgaged Property.

Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property, to have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging to or in any way appertaining and the reversion and reversions thereof and all the estate, right,

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title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee in fee simple.

Mortgagor hereby covenants with the Mortgagee that Mortgagor has a good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property; that said Mortgaged Property is subject to no lien, charge or encumbrance except such as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Mortgagor will, at Mortgagor's cost, promptly and fully perform, execute, and acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as shall from time to time be required by Mortgagee in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

If Mortgagor shall well and truly pay to Mortgagee Mortgagor's indebtedness, as evidenced by that certain promissory note (the Note) of even date herewith, or any renewal or replacement of such Note, executed by Mortgagor and payable to the order of Mortgagee, with interest and upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, the final maturity date of the Note and this Mortgage, as specified in the Note, and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate.

Mortgagor covenants and agrees with Mortgagee as further set out below.

1. Payment. To pay all sums, including interest secured hereby, when due, payable by virtue of the Note and any renewal, extension or modification thereof, to be payable

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in lawful money of the United States of America at Mortgagee's aforesaid address, or at such other place as Mortgagee may hereafter designate in writing.

## 2. Taxes.

- a. To pay when due, and without requiring any notice from Mortgagee, all taxes, water rates, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce proof thereof upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
- b. If required by Mortgagee, to make monthly deposits with Mortgagee, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the Mortgaged Property, and one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
- c. To pay promptly all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage; provided, however, that the total amount so paid for any such taxes pursuant to this paragraph together

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with the interest payable on said indebtedness shall not exceed the highest rate of interest permitted by law and provided that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee, upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

3. Insurance. To keep the Mortgaged Property insured against loss or damage by fire, and all perils insured against by an extended coverage endorsement, and such other risks and perils as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in a form of general use in the locality in which the Mortgaged Property is situated, be in such amount as Mortgagee may reasonably require, be issued by a company or companies approved by Mortgagee, and shall contain a standard mortgagee clause with loss payable to Mortgagee. Whenever required by Mortgagee, such policies, shall be delivered immediately to and held by Mortgagee. Any and all amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or, at the option of Mortgagee, the entire amount so received or any part thereof may be released. Neither the application nor the release of any such amounts shall cure or waive any default. Upon exercise of the power of sale given in this Mortgage or other acquisition of the Mortgaged Property or any part thereof by Mortgagee, such policies shall become the absolute property of Mortgagee.
4. Alterations; Modifications. To first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before
- a. removing or demolishing any building now or hereafter erected on the premises,
  - b. altering the arrangement, design or structural character thereof,
  - c. making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements,
  - d. cutting or removing or permitting the cutting and removal of any trees or timber on the Mortgaged Property,
  - e. removing or exchanging any tangible personal property

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which is part of the Mortgaged Property, or

- f. entering into or modifying any leases of the Mortgaged Property.
5. Waste; Repairs. To maintain the Mortgaged Property in good condition and repair, including, but not limited to, the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
6. Applicable Laws. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions applicable to the Mortgaged Property, and not to cause or permit any violation thereof.
7. Advancements.
  - a. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
  - b. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable

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attorney's fees and other items of expense, together with interest on each such advancement at the highest rate of interest per annum allowed by law and all such sums and interest thereon shall be secured hereby.

8. Appraisalment. All sums of money secured hereby shall be payable without any relief whatsoever from any valuation or appraisalment laws.
9. Default.
  - a. If default be made in payment of any installment of principal or interest of the Note or any part thereof when due, or in payment, when due, or any other sum hereby, or in performance of any of Mortgagor's obligations, covenants or agreements hereunder, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand both of which are hereby expressly waived in either law or equity, in which event Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by law and Mortgagor shall pay all costs, charges and expenses thereof, including a reasonable attorney's fee. The indebtedness secured hereby shall bear interest at the highest rate of interest per annum allowed by law from and after the date of any such default of Mortgagor. If the Note provides for installment payments, the Mortgagee may, at its option, collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments.
  - b. If default be made in payment, when due, of any indebtedness secured hereby, or in the performance of any of Mortgagor's obligations, covenants or agreement hereunder;
    - i. Mortgagee is authorized at any time, without notice, in its sole discetion, to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter; and
    - ii. Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of the Mortgagor, or the adequacy

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of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under law; and

iii. In either such case, Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the power herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits as actually received by Mortgagee; and

iv. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignment of leases, or other securities, or if the Mortgage Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option, exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently, and in such order as it may determine.

c. Default shall include, but not be limited to, non-payment of any respective installment within ten (10) days from the due date set out therein, or payment dates on three different occasions for any installments which are in excess of five (5) days subsequent to the due date therefor set out therein.

10. Consent to Transfer. In the event the Mortgagor, without



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the prior written consent of the Mortgagee,

- a. shall sell, convey, transfer (or shall contract to sell, convey or transfer) the Mortgaged Property or any part thereof or any legal or beneficial interest therein, or
  - b. be divested of title or any interest in the Mortgaged Property in any manner or way, whether voluntary or involuntary, or
  - c. should lease the entire fee simple interest of the Mortgaged Property (and not simply the improvements and buildings located thereon) not in the ordinary course of business or
  - d. should permit the Mortgaged Property to be further encumbered; the entire balance of the indebtedness evidenced by the Note shall be accelerated and become immediately due and payable, at the option of the Mortgagee, upon thirty (30) days written notice to the Mortgagor. In the event Mortgagee elects to accelerate the entire balance of the indebtedness, Mortgagee shall have no obligation to allege or show any impairment of its security and may pursue any legal or equitable remedies for default without allegation or showing. It is specifically understood by the parties that as a condition of granting its approval required by this paragraph, the Mortgagee may adjust the interest rate stated in the Note.
11. Future Advances. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance, on the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented, until this

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Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

12. No Waiver. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceedings by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Mortgagor, and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
13. Releases, Extension, etc. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent, release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; exercise or refrain from exercising or waive any right Mortgagee may have; accept additional security of any kind; and release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
14. Superiority. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
15. Waiver of Homestead Exemption. Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged

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Property.

16. Condemnation. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.
17. Construction Agreement. If Mortgagee, pursuant to a construction loan made by Mortgagee with Mortgagor, agrees to make construction loan advances up to the principal amount of the Note, then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction loan agreement, will diligently construct the improvements to be built pursuant to the terms thereof, which are incorporated herein by reference as though set forth fully herein, and will permit no defaults to occur thereunder; and if a default shall occur thereunder, it shall constitute a default under this Mortgage and Note.
18. Notices. Any written notice, demand or request that is required to be made hereunder, or under the Note, or under any other instrument of security for the Note, shall be served in person, or by certified mail, return receipt requested, addressed to the party to be served at the address set forth in the first paragraph hereof. The addresses stated herein may be changed as to the applicable party by providing the other party with notice of such address change in the manner provided in this paragraph; provided, however, so long as the Mortgagor is the owner of all or any part of the Mortgaged Property the address of the Borrower must be located within the continental United States of America. In the event that written notice, demand or request is made as provided in this paragraph, then in the event that such notice is returned to the sender by the United States postal system because of insufficient address or because the party has moved or otherwise, other than for insufficient postage, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such writing was initially placed in the United States postal system by the

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sender.

19. Financial Statements. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic certified statements of the operations and the financial condition of Mortgagor.
20. Non-transferability. The loan represented by this Mortgage and the Note are personal to the Mortgagor and the Mortgagee made the loan to the Mortgagor based on the credit of the Mortgagor and the Mortgagee's judgment of the ability of the Mortgagor to repay all sums due under this Mortgage; therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property. If all or any part of the Mortgaged Property, or any interest therein, is sold, conveyed, transferred (including a transfer by agreement for deed, land trust or land contract) or further encumbered by Mortgagor without Mortgagee's prior written consent, excluding the grant of any leasehold interest in the Mortgaged Property not containing an option to purchase, which lease is made in the ordinary course of Mortgagor's business, then Mortgagee may declare all sums secured by this Mortgage immediately due and payable.
21. Representations and Warranties of Mortgagor. Mortgagor represents and warrants that, if a corporation, it is duly organized and validly existing, in good standing under the laws of the State of its incorporation, has stock outstanding which has been duly and validly issued, and is qualified to do business and is in good standing in the State in which the Mortgaged Property is situate, with full power and authority to consummate the loan contemplated hereby; and, if a partnership, it is duly formed and validly existing, and is fully qualified to do business in the State in which the mortgaged property is situate, with full power and authority to consummate the loan contemplated hereby.
22. Invalidity. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest rate of interest permitted by law.
23. Binding Effect. The covenants and agreements herein

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contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, personal representatives, successors, and assigns of Mortgagee. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given effect as though following this covenant in consecutive order.

24. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Cook County, State of Illinois. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
25. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return

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receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Mortgage and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MORTGAGOR:

Brian T. Madvig  
Brian T. Madvig

Margaret E. Madvig  
Margaret E. Madvig

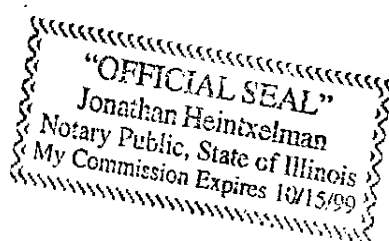
STATE OF Illinois  
COUNTY OF Lake

The foregoing instrument was executed and acknowledged before me this 3<sup>RD</sup> day of June, 1999, by Brian T. Madvig and Margaret E. Madvig.

WITNESS my hand and official seal in the State and County aforesaid, this 3<sup>RD</sup> day of June, 1999.

Jonathan R. Heintzelman  
Notary Public  
State of Illinois  
My Commission Expires:  
October 15, 1999

This instrument was prepared by:  
Jonathan R. Heintzelman  
327 E. Woodland Rd.  
Lake Bluff, Ill. 60044



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## EXHIBIT "A"

### Legal Description

LOT 5 IN HIGHCREST A SUBDIVISION OF THE NORTH 480 FEET (MEASURED FROM THE SOUTH LINE OF WASHINGTON AVENUE) OF LOTS 1, 2, AND 3 ALL OF LOTS 4 AND 5 IN SCHAEFGEN'S SUBDIVISION OF LOTS 6 AND 7 TOGETHER WITH THOSE PARTS OF LOTS 8 AND 9 LYING NORTH OF ILLINOIS ROAD OF COUNTY CLERK'S DIVISION (EXCEPT SEEGER'S SUBDIVISION) OF THE WEST 1/2 OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1954 AS DOCUMENT 13912010 IN COOK COUNTY, ILLINOIS

Street address of property: 465 Highcrest Dr., Wilmette, Ill. 60091

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