

UNOFFICIAL COPY

72-01-460

CHICAGO TITLE  
G&G

C.T.I. GRABSKI

3882054

3882054

CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

1993 MAY 18 PM 2:45

3882054  
DUPLICATE

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1/1

OFFICIAL SEAL  
J. A. PATRICK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8-26-92

My Commission expires:

Given under my hand and official seal, this ... day of ... 19 90

I, J. A. Patrick, Notary Public in and for said county and state, do hereby certify that Victor L. Chatrik, Harry Lipner, and Joseph Blawie, personally known to me to be the same persons (whose names) ... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they ... signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, County ss: Will

[Space Below This Line For Acknowledgment]

BY: *Victor L. Chatrik*  
VICTOR L. CHATRIK, PRESIDENT (Seal) - Borrower  
BY: *Harry Lipner*  
HARRY LIPNER, VICE PRESIDENT (Seal) - Borrower

BY: *Joseph Blawie*  
JOSEPH BLAWIE, TREASURER

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) [Specify]
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

388205.1

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IN DUPLICATE

(Space Above This Line For Recording Data)

This instrument was prepared by:

HARRIS BANK ARGO  
(Name)

7540 W. 63RD STREET  
(Address)

SUMMIT, IL 60501

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 1,  
1990. The mortgagor is HARBOR PROPERTIES ASSOCIATES, INC., A CORPORATION

..... ("Borrower"). This Security Instrument is given to  
HARRIS BANK ARGO ....., which is organized and existing  
under the laws of THE STATE OF ILLINOIS ....., and whose address is  
7540 WEST 63RD STREET SUMMIT, IL 60501 ....., ("Lender").

Borrower owes Lender the principal sum of SIX HUNDRED THOUSAND AND NO/100  
\*\*\*\*\* Dollars (U.S. \$ 600,000.00 .....). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if no:  
paid earlier, due and payable on OCTOBER 29, 1990 ....., This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and  
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
located in COOK ....., County, Illinois:

SEE ATTACHED

PERM TAX I.D. #19-21-212-074

which has the address of 5025 W. 65TH STREET ....., BEDFORD PARK  
[Street] [City]  
Illinois 60636 ....., ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

NOTE IDENTIFIED  
72-10-460  
Effect Rem Created by 3732815  
Revolutions attached by #  
Desc effects party ppty on Orig 1460688  
5/18/90

388205.1

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may accrue under this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays interest on the Funds and applicable law permits. Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amount payable under paragraph 2; fourth, to interest; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue or be levied against the Property, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower 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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insured carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

3882054

SECRETARY OF STATE

*Jim Edgar*



day of MAY 06 1990  
the State of Illinois this  
my hand and cause to be affixed the Great Seal of  
In Testimony Whereof, I have set

Property of

do hereby certify that HANBRO PROPERTIES ASSOCIATES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE AUGUST 27, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE FILING OF ANNUAL REPORTS AND PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

388205-1

Jim Edgar, Secretary of State of the State of Illinois.

To all to whom these presents shall come, Greeting:



File Number 0 5478 270.5 0 5 5

UNOFFICIAL COPY

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AFFIX CORPORATE SEAL BELOW

*Secretary*

AFFIXED THIS 15TH DAY OF MAY, 1990.

HAVE CAUSED THE CORPORATE SEAL OF SAID CORPORATION TO BE AFFIXED, AND IN WITNESS WHEREOF, I HAVE AFFIXED MY NAME AS SECRETARY AND

SECRETARY.....JOSEPH FLASKA  
VICE-PRESIDENT.....HARRY LIPNER  
PRESIDENT.....VICTOR L. CHATFIELD

OFFICER

BEFORE THEIR RESPECTIVE NAMES. OFFICERS OR EMPLOYEES OF SAID CORPORATION IN THE CAPACITY SET PERSONS HAVE BEEN ELECTED, HAVE QUALIFIED, AND ARE NOW ACTING AS AND EXISTING UNDER THE LAWS OF ILLINOIS, AND THAT THE FOLLOWING SEAL OF HARBOR PROPERTIES ASSOCIATES, INC., A CORPORATION ORGANIZED AND QUALIFIED SECRETARY AND THE KEEPER OF THE RECORDS AND CORPORATE I, JOSEPH FLASKA, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED

CERTIFICATE

388205.1

*Handwritten mark*

AFFIX CORPORATE SEAL BELOW

*[Signature]*  
Secretary

IN WITNESS WHEREOF, I HAVE AFFIXED MY NAME AS SECRETARY AND  
HAVE CAUSED THE CORPORATE SEAL OF SAID CORPORATION TO BE AFFIXED  
THIS 15TH DAY OF MAY, 1990.

I, JOSEPH FLASKA, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED  
AND QUALIFIED SECRETARY AND THE KEEPER OF THE RECORDS AND CORPORATE  
SEAL OF HARBOR PROPERTIES ASSOCIATES, INC., A CORPORATION ORGANIZED  
AND EXISTING UNDER THE LAWS OF ILLINOIS, AND I HEREBY CERTIFY THAT  
THE ABOVE RESOLUTION WAS PASSED ON THE 15TH DAY OF MAY, 1990.

CERTIFICATE

Harry Zipner

*[Signature]*

Joseph Flaska

*[Signature]*

Victor L. Chatfield

*[Signature]*

We hereby authorize the corporation's officers to execute  
any and all documents necessary to effectuate the loan closing  
with Harris Bank-Argo and First Chicago Bank of Oak Park.  
This authority shall pertain to both the execution and  
performance of these agreements and this authority shall  
include but not be limited to the following documents:  
Fourth Loan Modification Agreement.

writing, without a meeting, to the following action:

Associates, Inc., an Illinois corporation, hereby consent in  
and 100% of all of the outstanding shares of Harbor Properties  
We, the undersigned, comprising all three of the directors,

ACTION BY BOARD OF DIRECTORS  
BY UNANIMOUS WRITTEN CONSENT

3882051

UNOFFICIAL COPY

P.I.N. 19-21-212-011-0000

Bedford Park, Illinois

Commonly known as: East Section of 5025 W. 65th Street,

That part of the East 640.0 feet of the West 1159.0 feet of the South  
 Northeast Quarter of Section 21, Township 38 North, Range 13, East of  
 the Third Principal Meridian, lying East of the following described  
 line beginning at a point in the South line of the North 50 feet of  
 the said Quarter Section 659.0 feet East of the West line  
 thereof; Thence South 00 degrees 00' 00" West parallel with the West  
 line thereof 292.46 feet to a point of curve; Thence Southwesterly  
 along an arc of a circle convex Southeasterly and having a radius of  
 278.99 feet for a distance of 185.96 feet to a point of reverse curve  
 (the chord of said arc having a bearing of South 23 degrees 57' 10"  
 West); Thence Southwesterly along an arc of a circle convex  
 Northwesterly and having a radius of 296.94 feet for a distance of  
 131.38 feet to a point in the East line of the West 519.0 feet of  
 said Quarter Section 621.83 feet South of the North line  
 thereof (the chord of said arc having a bearing of South 30 degrees  
 22' 34" West); Thence South 00 degrees 00' 00" East along the East  
 line of the West 519.0 feet for a distance of 140.69 feet to the  
 South line of the North 762.50 feet aforesaid (except therefrom that  
 part lying South of the following described lines: beginning at a  
 point in the East line of the West 1159.0 feet aforesaid 469.92 feet  
 South of the North line thereof; Thence North 89 degrees 59' 39"  
 West along the South face of a high 1-story brick building 440.81  
 feet; Thence South 00 degrees 00' 21" West 94.78 feet to an arc of a  
 circle convex Northwesterly and having a radius of 270.53 feet;  
 Thence Southwesterly along said arc 76.57 feet (the chord of said arc  
 having a bearing of South 60 degrees 53' 55" West); Thence Southerly  
 along an arc of a circle convex Northwesterly and having a radius of  
 315.05 feet for a distance of 205.33 feet to a point in the South  
 line of the North 762.50 feet aforesaid 9.96 feet East of the East  
 line of the West 519.0 feet aforesaid and also except that part lying  
 West of the following described lines: commencing at a point in the  
 East line of the West 1159.0 feet aforesaid, 469.92 feet South of the  
 North line thereof; Thence North 89 degrees 59' 39" West along the  
 South face of a high 1-story brick building 424.05 feet to the point  
 of beginning, being on the East face of a brick wall; Thence North  
 00 degrees 16' 25" West along said East face 34.94 feet to the South  
 face of a brick wall; Thence North 89 degrees 59' 05" East along said  
 South face 4.22 feet to the center line of a brick wall; Thence  
 North 00 degrees 09' 03" West along said center line 147.40 feet;  
 Thence South 89 degrees 54' 43" East along said center line 60.35  
 feet to the East face of a brick wall; Thence North 00 degrees 17'  
 47" West along said East face 35.77 feet to the center line of a  
 brick wall; Thence North 89 degrees 54' 43" West along said center  
 line 60.32 feet; Thence North 00 degrees 05' 17" East along said  
 center line and its Northerly extension 202.09 feet to a point in the  
 South line of the North 50.0 feet of said Quarter Section  
 420.23 feet West of the East line of the West 1159.0 feet of said  
 Southwest Quarter of the Northeast Quarter), all in Cook County,  
 Illinois.

This check can only be held by Henderson photo

EXHIBIT A

3882051