

UNOFFICIAL COPY 0010098141

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2001-02-06 13:04:38  
Cook County Recorder 41.00



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BOX FOR RECORDER'S USE ONLY

Property of Cook County

STATE FINANCIAL BANK, N.A.

ASSIGNMENT OF RENTS

The undersigned, in order to further secure the Liabilities (defined below), hereby sells, assigns and transfers unto State Financial Bank, N.A. ("Assignee") all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises located in Cook County, State of Illinois, legally described on Exhibit A attached hereto and made a part hereof ("Premises"), or any part thereof, which may have been or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers granted pursuant to this Assignment of Rents. It is the intention of the parties to this Assignment of Rents to establish an absolute transfer and assignment of all those leases and agreements and all rights thereunder, to Assignee. The undersigned hereby irrevocably appoints Assignee as the undersigned's true and lawful attorney in the undersigned's name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Assignee may determine in Assignee's discretion, and for Assignee to collect all of the rents, issues, profits and other rights arising from or accruing at any time hereafter and all now due or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancies existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions set forth in this Assignment of Rents.

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portion of the Premises for more than one (1) installment in advance and that the payment of rents has not been and will not be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the Premises except with the prior written consent of Assignee.

BOX 333-CT1

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Nothing contained herein shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions of this Assignment of Rents. No liability shall be asserted or enforced against Assignee by virtue of Assignee's exercise of the powers granted to Assignee pursuant to this Assignment of Rents, and the undersigned hereby expressly waive and release all such liability.

The undersigned further agrees to assign and transfer to Assignee all existing and future leases upon all or any part of the Premises and to execute and deliver, immediately upon the request of Assignee, all such further assurances and assignments as Assignee shall from time to time require. The undersigned shall deliver a certified copy of any and all leases to Assignee. No lease may be entered into, executed, modified, amended, canceled or terminated without the express written consent of Assignee.

Although it is the intention of the parties that this Assignment of Rents be a present assignment, it is expressly understood and agreed, notwithstanding any provision of this Assignment of Rents to the contrary, that Assignee shall not exercise any of the rights and powers conferred upon Assignee pursuant to this Assignment of Rents until and unless a default shall occur in the payment of the Liabilities or in the performance or observance of any of the representations, warranties, promises, terms, conditions or agreements of any instrument now or at any time securing the Liabilities. No provision of this Assignment of Rents shall be deemed to affect or impair any rights which Assignee may have under any other instrument which secures or is delivered in connection with the Liabilities.

In any case in which under the provisions of that certain Mortgage, Security Agreement and Financing Statement encumbering the Premises dated as of this date made by the undersigned in favor of Assignee ("Mortgage"), Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods after a default under the Mortgage, if any, whether before or after institution of legal proceedings to foreclose the lien of the Mortgage, or before or after sale of the Premises as provided in the Mortgage, immediately upon demand of Assignee, the undersigned agrees to surrender to Assignee, and Assignee shall be entitled to take, actual possession of all or any part of the Premises personally or by Assignee's agents or attorneys. Assignee in Assignee's sole discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned or then owner of the Premises relating to the Premises, and may exclude the undersigned, the undersigned's agents or servants, wholly from the Premises. Assignee may, as attorney-in-fact or agent of the undersigned or in Assignee's own name and under the powers granted pursuant to this Assignment of Rents, hold, operate, manage and control the Premises and conduct the business of Assignor, if any, either personally or by Assignee's agents or attorneys, with full power to use such measures, legal or equitable, as in Assignee's discretion may be deemed proper or necessary to enforce the payment of the rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. The undersigned grants Assignee full power and authority to exercise each and every one of the rights, privileges and powers granted to the Assignee pursuant to this Assignment of Rents at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel that lease or sublease, and to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien of the Mortgage. The undersigned hereby grants Assignee the full power and authority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions and improvements to the Premises that

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may seem judicious to Assignee, in Assignee's discretion. The undersigned hereby grants Assignee the full power and authority to insure and reinsure the Premises for all risks incidental to Assignee's possession, operation and management of the Premises, and to receive all such rents, issues and profits.

Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises. The undersigned shall and hereby agrees to indemnify and hold Assignee harmless of and from any and all actions, suits, claims, liability, loss or damage, including attorneys' and paralegals' fees and costs and expenses, which Assignee may or might incur under any such leases or agreements and under or by reason of this Assignment of Rents, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in those leases or agreements or in the defense of any claims or demands arising prior to Assignee taking possession of the Premises. The undersigned hereby agrees to immediately reimburse Assignee upon demand for any amount due Assignee by reason of this paragraph, including costs, expenses and attorneys' and paralegals' fees and costs incurred by Assignee.

Assignee, in the exercise of the rights and powers conferred upon Assignee by this Assignment of Rents, shall have full power to use and apply the rents, issues and profits of the Premises to the payment of or on account of the following items, in such order as Assignee may determine:

(a) operating expenses of the Premises, including but not limited to the cost of management and leasing of the Premises, reasonable compensation to Assignee and Assignee's management agent or agents, if applicable, lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, reserves for claims for damages, if any, premiums on insurance policies as authorized by this Assignment of Rents and all attorneys' fees, paralegals' fees and costs incurred in management and leasing of the Premises;

(b) taxes and special assessments now due or which may hereafter become due on the Premises;

(c) all repairs, decorating, renewals, replacements, alterations, additions or improvements of the Premises, including the cost from time to time of installing or replacing refrigeration, gas or electric appliances on the Premises, and of placing the Premises in such condition as will, in the judgment of Assignee, make the Premises readily rentable; and

(d) any Liabilities (first to interest and then to principal).

The undersigned further specifically authorizes and instructs each and every present and future lessee or tenant of all or any part of the Premises to pay to Assignee immediately upon demand by Assignee all rents which the undersigned and such lessee or tenant agreed would be unpaid.

"Liabilities" shall have the same meaning as set forth in the Mortgage Note executed by the undersigned dated as of this date made payable to Assignee in the principal amount of \$1,600,000.00 secured by the Mortgage ("Note").

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It is understood and agreed that the provisions set forth in this Assignment of Rents shall be deemed as a special remedy given to Assignee. These provisions are not exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted in the Mortgage.

Whenever the word "undersigned" is used in this Assignment of Rents, it is hereby understood that the word includes and shall be binding upon the respective heirs, estates, legal representatives, successors and assigns of each of the undersigned and any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities granted and assigned to Assignee pursuant to this Assignment of Rents shall also inure to Assignee's successors and assigns, including all holders, from time to time, of the Note. Each undersigned shall be jointly and severally liable hereunder.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this Assignment of Rents. This Assignment of Rents shall continue in full force and effect until the full payment and satisfaction of any and all of the Liabilities and until all costs incurred by virtue of the authority contained in this Assignment of Rents have been fully paid out of the rents, issues and profits of the Premises, or by the undersigned, unless this Assignment of Rents is voluntarily released by Assignee. This Assignment of Rents shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the Liabilities are fully paid and satisfied before the expiration of any applicable period of redemption.

This Assignment of Rents has been made, executed and delivered to Assignee in Gurnee, Illinois, and shall be construed in accordance with the internal laws of the State of Illinois, excluding conflicts of law rules. Wherever possible, each provision of this Assignment of Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of Rents are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment of Rents.

Assignee reserves the right to waive or refrain from waiving any right or remedy under this Assignment of Rents. No course of conduct delay or omission on the part of Assignee in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Assignment of Rents or any other instrument, document, agreement or other writing relating hereto. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion. No waiver shall be deemed to have been made, unless such waiver is in writing specifying the specific waiver and signed by an authorized officer of Assignee.

This Assignment of Rents and any documents executed and delivered to Assignee pursuant hereto constitute the entire agreement between the parties and may be amended only by a writing signed by an authorized individual on behalf of each party.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment of Rents to be signed as of the 2nd day of February, 2001.

ADDRESS:

5100 WEST DEMPSTER  
SKOKIE, ILLINOIS 60077

DREW DEVELOPMENTS LLC,  
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: M-B  
MICHAEL BINSTEIN, MANAGER

Property of Cook County Clerk's Office

**This Document Prepared By:**

Michele L. vonEbers  
Kelly, Olson, Michod,  
DeHaan & Richter, L.L.C.  
181 West Madison Street, Suite 4800  
Chicago, Illinois 60602

**After Recording Return To:**

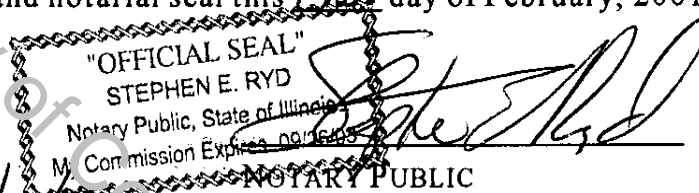
Mr. Frank H. Mynard  
State Financial Bank, N.A.  
1313 North Delany Road  
Gurnee, Illinois 60031

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STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK

I, STEPHEN E. RYD, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **MICHAEL BINSTEN** of **DREW DEVELOPMENTS LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as **Manager**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7<sup>th</sup> day of February, 2001.



MY COMMISSION EXPIRES: 9/29/03



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**EXHIBIT A  
TO  
ASSIGNMENT OF RENTS**

**LEGAL DESCRIPTION**

**(Attached)**

COMMON ADDRESS: 3000 North Clark Street  
750 West Wellington  
Chicago, Illinois

PIN: Parcel I:

14-28-106-005-0000  
14-28-106-006-0000  
14-28-106-013-0000

Parcel II:

14-28-106-014-0000

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STREET ADDRESS: 750 WELINGTON

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 14-28-106-005-0000,

14-28-106-013, 14-28-106-014

14-28-106-006-0000

LEGAL DESCRIPTION:

PARCEL A:

PARCEL 1:

LOTS 1, 2, 3, 4, 10 AND 11 IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(EXCEPTING THEREFROM THAT PART OF LOT 4 FALLING WITHIN THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOTS 4, 5, 6 AND 7 (ALL TAKEN AS TRACT), IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 7; THENCE SOUTH 89 DEGREES 37 MINUTES, 30 SECONDS EAST, 60.02 FEET ALONG THE SOUTH LINE OF SAID LOTS 7, 6 AND 5; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 16.97 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.26 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 5.21 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 11.57 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 50 SECONDS WEST, 64.07 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 4 BEING 82.87 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 7 (AS MEASURED ALONG THE NORTH LINES OF SAID LOTS 4, 5, 6 AND 7); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, 82.87 FEET TO THE AFORESAID NORTH WEST CORNER OF LOT 7; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 125.00 FEET; ALONG THE WEST LINE OF SAID LOT 7, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

(EXCEPTING THEREFROM THAT PART OF SAID LOTS 3 AND 4 FALLING WITHIN THE FOLLOWING, DESCRIBED REAL ESTATE ABOVE EXISTING GRADE:

THAT PART OF LOTS 3, 4 AND 5 (ALL TAKEN AS A TRACT, AND LYING ABOVE ELEVATION +22.29 FEET CHICAGO CITY DATUM), IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF LOT 7 IN DAM AND WARNER'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST, 60.02 FEET ALONG THE SOUTH LINE OF LOTS 7, 6 AND 5 IN DAM AND WARNER'S SUBDIVISION AFORESAID, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 16.97 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.26 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 5.21 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 11.57 FEET; THENCE SOUTH 00 DEGREES, 25 MINUTES, 50 SECONDS EAST, 18.43 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 0.46 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 23.37 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 6.17 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 5.60 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 11.06 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 13.65 FEET; TO A POINT ON THE SOUTH LINE OF SAID LOT 3 BEING 41.16 FEET EAST OF THE POINT OF BEGINNING (AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS 3, 4 AND 5); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, 41.16 FEET, ALONG THE SAID SOUTH LINES TO THE POINT OF BEGINNING, IN



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COOK COUNTY, ILLINOIS)

AND

EXCEPTING THEREFROM THAT PART OF LOTS 3, 4, AND 5 (ALL TAKEN AS A TRACT, LYING AT OR BELOW ELEVATION +22.29 FEET CHICAGO CITY DATUM), IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF LOT 7 IN DAM AND WARNER'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS EAST, 60.02 FEET ALONG THE SOUTH LINE OF LOTS 7, 6 AND 5 IN DAM AND WARNER'S SUBDIVISION AFORESAID, TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 20.49 FEET; PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 18.97 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 9.26 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 5.21 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 31.04 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 11.57 FEET; THENCE SOUTH 0 DEGREES 25 MINUTES 50 SECONDS EAST, 18.43 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.46 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 23.37 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 6.17 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 5.60 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 11.06 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 13.65 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 BEING 41.16 EAST OF THE POINT OF BEGINNING (AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS 3, 4 AND 5); THENCE NORTH 89 DEGREES 37 MINUTES 30 SECONDS WEST, 41.16 FEET; ALONG SAID SOUTH LINES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

AND

EXCEPTING THEREFROM THAT PART OF LOT 4, IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 7; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF LOT 7, A DISTANCE OF 125.00 FEET TO THE NORTH WEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 4, 5, 6 AND 7, A DISTANCE OF 82.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 25 MINUTES 50 SECONDS EAST 95.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.50 FEET; THENCE NORTH 0 DEGREES 25 MINUTES 50 SECONDS WEST 95.07 FEET TO THE NORTH LINE OF LOT 4; THENCE NORTH 89 DEGREES 37 MINUTES 30 SECONDS WEST 0.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, AND 4 IN THE SUBDIVISION OF LOTS 12, 13, 16 AND 17 TOGETHER WITH THE VACATED ALLEY, LYING BETWEEN AND ADJOINING SAID LOTS IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

ALL THAT PART OF EAST-WEST 14 FOOT WIDE VACATED ALLEY LYING NORTH AND ADJOINING THAT PART OF THE LOTS 1 TO 4 OF DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION DESCRIBED IN PARCEL 1 AFORESAID;

PARCEL B:

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## PARCEL 1:

THAT PART OF LOTS 3, 4, AND 5 (ALL TAKEN AS A TRACT, LYING AT OR BELOW ELEVATION +22.29 FEET CHICAGO CITY DATUM) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF LOT 7 IN DAM AND WARNER'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS EAST, 60.02 FEET ALONG THE SOUTH LINE OF LOTS 7, 6, AND 5 IN DAM AND WARNER'S SUBDIVISION AFORESAID, TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 16.97 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 9.26 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 5.21 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 31.04 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 11.57 FEET; THENCE SOUTH 0 DEGREES 25 MINUTES 50 SECONDS EAST, 18.43 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.46 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 23.37 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 6.17 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 5.60 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 11.06 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 13.65 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 BEING 41.16 FEET EAST OF THE POINT OF BEGINNING (AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS 3, 4, AND 5); THENCE NORTH 89 DEGREES 37 MINUTES 30 SECONDS WEST, 41.16 FEET, ALONG SAID SOUTH LINES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THAT PART OF LOT 4, IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 7; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF LOT 7, A DISTANCE OF 125.00 FEET TO THE NORTH WEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 4, 5, 6 AND 7, A DISTANCE OF 82.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 25 MINUTES 50 SECONDS EAST 95.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.50 FEET; THENCE NORTH 0 DEGREES 25 MINUTES 50 SECONDS WEST 95.07 FEET TO THE NORTH LINE OF LOT 4; THENCE NORTH 89 DEGREES 37 MINUTES 30 SECONDS WEST 0.50 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THE NORTH 1/2 OF THE 14 FOOT VACATED ALLEY LYING NORTH OF THE NORTH LINE OF LOTS 5, 6, AND 7 AND NORTH OF THAT PORTION OF THE NORTH LINE OF LOT 4 WHICH LIES WEST OF A POINT ON THE NORTH LINE OF LOT 4 WHICH IS 82.87 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 7 (AS MEASURED ALONG THE NORTH LINES OF SAID LOTS 4, 5, 6, AND 7) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 4:

THAT PART OF THE 14 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING THAT PART OF LOT 4, IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 7; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF LOT 7, A DISTANCE OF 125.00 FEET TO THE NORTH WEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 4, 5, 6 AND 7, A DISTANCE OF 82.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 25 MINUTES 50 SECONDS EAST 95.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.50 FEET; THENCE NORTH 0 DEGREES 25 MINUTES 50 SECONDS WEST 95.07 FEET TO THE NORTH LINE OF LOT 4; THENCE NORTH 89 DEGREES 37 MINUTES 30 SECONDS WEST 0.50 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

## PARCEL C:

## PARCEL 1:

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THAT PART OF LOTS 4, 5, 6 AND 7 (ALL TAKEN AS A TRACT) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST, 60.02 FEET ALONG THE SOUTH LINE OF SAID LOTS 5, 6 AND 7; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 16.97 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.26 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 5.21 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 11.57 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 50 SECONDS WEST, 64.07 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 4 BEING 82.87 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7 (AS MEASURED ALONG THE NORTH LINES OF SAID LOTS 4, 5, 6 AND 7); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, 82.87 FEET TO THE AFORESAID NORTHWEST CORNER OF LOT 7; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 125.00 FEET, ALONG THE WEST LINE OF SAID LOT 7, TO THE POINT OF BEGINNING;

PARCEL 2:

THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE ABOVE EXISTING GRADE AND EXCLUDING THEREFROM ANY PORTION THEREOF BELOW EXISTING GRADE:

THAT PART OF LOTS 3, 4 AND 5 (ALL TAKEN AS A TRACT, AND LYING ABOVE ELEVATION 22.29 FEET CHICAGO CITY DATUM) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN DAM AND WARNER'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST, 60.02 FEET ALONG THE SOUTH LINE OF LOTS 7, 6 AND 5 IN DAM AND WARNER'S SUBDIVISION AFORESAID, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 16.97 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.26 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 5.21 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 11.57 FEET; THENCE SOUTH 00 DEGREES, 25 MINUTES, 50 SECONDS EAST, 18.43 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 0.46 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 23.37 FEET; THENCE NORTH 90 DEGREES 00 MINUTES, 00 SECONDS EAST 6.17 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 5.60 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 11.06 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 13.65 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 BEING 41.16 FEET EAST OF THE POINT OF BEGINNING (AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS 3, 4 AND 5); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, 41.16 FEET, ALONG THE SAID SOUTH LINES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 1/2 OF THE 14 FOOT VACATED ALLEY LYING NORTH AND ADJOINING PARCEL 1.

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