

# UNOFFICIAL COPY

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Cook County Recorder 49.00

Document prepared by and after  
recording to be returned to:

Beth S. Rubin, Esq.  
Schiff Hardin & Waite  
6600 Sears Tower  
Chicago, IL 60606-6473



## ASSIGNMENT OF RENTS, RECEIPTS, LEASES AND OTHER AGREEMENTS

**THIS ASSIGNMENT OF RENTS, RECEIPTS, LEASES AND OTHER AGREEMENTS** (this "Assignment") is made as of February 1, 2001 by **GERALD A. STILLMAN** ("Stillman") and **TINLEY PARK HOTEL & CONVENTION CENTER, LLC**, an Illinois limited liability company ("Tinley Park"; Stillman and Tinley Park are hereinafter collectively referred to as "Assignor"), both having a mailing address of 20000 Governors Drive, Suite 201, Olympia Fields, Illinois 60451 to **CIB BANK** ("Lender"), at its office at 20527 South LaGrange Road, Frankfort, Illinois 60423, Attention: Derrick A. Mars.

### RECITALS

WHEREAS, Assignor has executed and delivered to Lender a Mortgage Note of even date herewith (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the "Note"), wherein Assignor promises to pay to the order of Lender the principal amount of One Million Five Hundred Fifty Thousand and No/100 Dollars (\$1,550,000.00) in repayment of a loan in like amount (the "Loan"), together with interest thereon, at rates of interest and otherwise as set forth in the Note, which Note is due and payable on or before the Maturity Date (as defined in the Note); and

WHEREAS, as security for the repayment of the Loan, in addition to this Assignment, there have been executed and delivered to Lender a Third Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "Mortgage") of even date herewith from Assignor to Lender, granting to Lender a lien on the real estate described in **Exhibit A** attached hereto and hereby made a part hereof (the "Premises"), as well as certain other loan documents (the Note, the Mortgage, this Assignment and all other documents or instruments given as security for repayment of or additional evidence of the Loan, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, modifications thereof and thereto are hereinafter referred to collectively as the "Loan Documents"); and

WHEREAS, as security for the repayment of the Loan, in addition to the other Loan Documents, Lender requires that Assignor execute and deliver to Lender this Assignment.

**BOX 333-CT1**

7897521, 600, Pd  
Hotel

15-jm

## II

### THE GRANT

NOW, THEREFORE, as further security for the repayment of the Loan and in consideration of the matters recited hereinabove, Assignor hereby grants, transfers, sets over and assigns to Lender, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of the Premises and all buildings and other improvements located thereon, and all revenues, receipts, income, accounts, accounts receivable and other receivables including, without limitation, revenues, receipts, income receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, the provision or sale of other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accountants (1986), as from time to time amended (collectively, "**Receipts**"), including, without limitation, termination fees, purchase option fees and other fees and expenses payable under any lease or other agreements (including but not limited to the agreements referenced in (iv) below); (ii) all leases, contracts, agreements and any other documents or instruments now or hereafter existing, of all or any part of the Premises (collectively, the "**Agreements**") together with all guarantees of any of such Agreements and all deposits delivered by any party thereunder, whether in cash or letter of credit or otherwise; (iii) all rights and claims for damages arising out of defaults under any Agreement, including rights to termination fees and compensation with respect to rejected Agreements pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement section thereof; and (iv) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the Management Agreement, Development Agreement and Franchise Agreement, as such agreements are defined in the Mortgage. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

Assignor does hereby irrevocably appoint Lender as its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to rent, lease, let or sell all or any portion of the Premises to any party or parties at such price and upon such terms as Lender

in its sole discretion may determine, and to collect all of such Receipts, rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing 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 Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Assignor.

### III

#### GENERAL AGREEMENTS

3.1 Available Rents. Assignor represents and agrees that no rent for right of future possession has been or will be paid by any person in possession of any portion of the Premises in excess of one installment thereof paid in advance and that no payment of Receipts to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Assignor without the prior written consent of Lender. Assignor waives any right of set-off against any person in possession of any portion of the Premises. Assignor agrees that it will not assign any present or future Receipts, except to a purchaser or grantee of the Premises.

3.2 Modifications/Executions. Assignor shall not agree to any modification or amendment of the terms, or any termination or voluntary surrender, of any Agreement, or enter into any new Agreements, pertaining to all or any portion of the Premises without the prior written consent of Lender.

3.3 Management of Premises. At all times while Lender is not in actual possession of the Premises, Assignor shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.

3.4 Future Assignments. Assignor further agrees to assign and transfer to Lender all future Agreements (including Assignor's executed copies thereof) pertaining to all or any portion of the Premises and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require.

3.5 Performance of Obligations Under Agreements. Assignor shall, at its own cost: (i) at all times perform and observe all of the covenants, conditions and agreements of the Assignor under the terms of any or all Agreements affecting all or any part of the Premises; (ii) at all times enforce and secure the performance and observance of all of the covenants, conditions and agreements of all other parties under the terms of any or all of the Agreements; (iii) appear in and defend any action or other proceeding arising out of or in any manner connected with any Agreement, and pay any and all costs of Lender incurred by reason of or in connection with said proceedings, including reasonable attorneys' fees and court costs; and (iv) promptly furnish Lender with copies of any notices of default or event of default either sent or received by Assignor under the terms of or pursuant to any of the Agreements.

3.6 Certificates. Assignor further agrees to furnish Lender, within ten (10) days of Lender's request, with a written statement containing the names, dates, parties and such other information as Lender may request regarding any Agreement effecting the Premises or any part thereof, and to exercise, within ten (10) days of Lender's request, any rights of Assignor to demand from any other party a certificate regarding the status of said Agreement as may be required to be given by such other party to any Agreement pursuant to its Agreement.

3.7 Bankruptcy. If any party (other than Assignor) under any Agreement is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Agreements assigned hereby, Assignor covenants and agrees that if any such Agreement is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Agreement will be made payable both to Assignor and Lender. Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 4.2 below.

## IV

### DEFAULTS AND REMEDIES

4.1 Exercise of Rights. Although it is the intention of Assignor and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein unless and until a Default or an Event of Default (as such terms are defined in the Loan Documents) has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other provisions of the Note, the Mortgage, this Assignment or any of the other Loan Documents; provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.

4.2 Application of Receipts. Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the Receipts or the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:

(a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, reasonable attorneys' fees and costs, and lease, sale or other commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into agreements or sales), establishing any claims for damages, and premiums on insurance authorized hereinabove;

(b) taxes, special assessments, water and sewer charges on the Premises now due or that may hereafter become due;

(c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises (including without limitation the cost from time to time of installing or replacing ranges, refrigerators and other appliances or other personal property therein, and of placing the Premises in such condition as will, in the sole judgment of Lender, make them readily rentable or salable);

(d) any indebtedness secured by the Mortgage, or any deficiency that may result from any foreclosure sale pursuant thereto; and

(e) any remaining funds to Assignor or its successors or assigns, as their interests and rights may appear.

4.3 Authorization to Other Parties. Assignor does further specifically authorize and instruct each and every present and future party under any Agreement (other than Assignor) or purchaser of all or any portion of the Premises to pay all unpaid rentals, fees or deposits agreed upon in any Agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same without any further notice or authorization by Assignor, and Assignor hereby waives any rights or claims it may have against any such party by reason of such payments to Lender.

4.4 Right of Possession. In the event Lender is authorized under **Paragraph 4.1** hereof to exercise its rights hereunder (whether before or after declaration of the entire principal amount secured thereby to be immediately due before or after institution of legal proceedings to foreclose the lien of the Mortgage, or before or after sale thereunder), Assignor agrees, immediately upon demand of Lender, to surrender to Lender, and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books, records, papers and accounts of Assignor or the then owner of the Premises relating thereto, may exclude Assignor and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Assignor, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of the Receipts of the Premises (including without limitation actions for the recovery of rent and other Receipts, actions in forcible detainer and actions in distress for rent). Assignor hereby grants to Lender full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, and with full power to cancel or terminate any Agreement pertaining to the Premises for any cause or on any ground that would entitle Assignor to cancel the same, to elect to disaffirm any such Agreement made subsequent to the Mortgage or subordinated to the liens thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all Receipts. Assignor further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees to make all rental payments to Lender.

4.5 Indemnity. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligations, duty or liability under any Agreement pertaining to the Premises, and Assignor shall and does hereby agree to indemnify and hold Lender harmless from and against any and all liability, loss and damage that Lender may or might incur under any such Agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or conditions contained in such Agreements. Should Lender incur any such liability, loss or damage under such Agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Assignor shall reimburse Lender for the amount thereof (including without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.

4.6 Limitation of Liability. Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth herein. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Assignor.

4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of any of the remedies granted in the Note, the Mortgage or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

4.8 Continual Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the Receipts, by Assignor, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

V

MISCELLANEOUS

5.1 Notices. Any notice that Lender or Assignor may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the terms of **Paragraph 5.01** of the Mortgage to the intended recipient thereof at its address hereinabove set forth as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereof.

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

5.2 Governing Law; Litigation. This Assignment shall be construed and enforced according to the laws of the State of Illinois. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 5.2.**

5.3 Rights and Remedies. All rights and remedies set forth in this Assignment are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

5.4 Interpretation. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or "includes" are used in this Assignment, they should be interpreted in a non-exclusive manner as though the words "without limitation," immediately followed the same.

5.5 Successors and Assigns. This Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Assignor and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns

and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.

**5.6 Jury Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS ASSIGNMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE DEALINGS OF ASSIGNOR AND LENDER WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ASSIGNOR OR LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF ASSIGNOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.**

**5.7 Subordination of This Assignment. THIS ASSIGNMENT, AND ALL OF THE COVENANTS, TERMS, CONDITIONS AND PROVISIONS SET FORTH HEREIN, ARE EXPRESSLY JUNIOR AND SUBORDINATE TO ALL OF THE COVENANTS, TERMS, CONDITIONS AND PROVISIONS SET FORTH IN THAT CERTAIN MORTGAGE FROM TINLEY PARK TO CITIZENS DATED AS OF MAY 27, 1999 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER ON MAY 28, 1999 AS DOCUMENT NO. 99517502, AND IN THAT CERTAIN MORTGAGE FROM TINLEY PARK TO CITIZENS DATED AS OF MAY 27, 1999 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER ON MAY 28, 1999 AS DOCUMENT NO. 99517504 (COLLECTIVELY, THE "SENIOR MORTGAGES"), AND ALL DOCUMENTS AND INSTRUMENTS DELIVERED BY BORROWER IN CONNECTION WITH THE SENIOR MORTGAGES.**

[Signature Page Follows]



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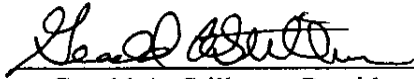
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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

**TINLEY PARK HOTEL & CONVENTION CENTER, LLC**, an Illinois limited liability company

By: Lakecorp Management Company, Inc., an Illinois corporation

Its: Manager

By:   
Gerald A. Stillman, President


  
GERALD A. STILLMAN

Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Stephen L. Golan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerald A. Stillman, personally known to me to be the President of Lakecorp Management Company, Inc., an Illinois corporation, which is the Manager of Tinley Park Hotel & Convention Center, LLC, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of February, 2001.

  
\_\_\_\_\_  
Notary Public  
**OFFICIAL SEAL**  
**STEPHEN L GOLAN**  
My commission expires  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 08/29/03

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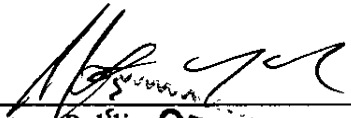
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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, Stephen L. Golan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerald A. Stillman, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of February, 2001.

  
\_\_\_\_\_  
Notary Public     **OFFICIAL SEAL**  
                          **STEPHEN L GOLAN**  
My commission expires: PUBLIC, STATE OF ILLINOIS  
                          SIGN EXPIRES: 02/29/03

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EXHIBIT "A"

LEGAL DESCRIPTION

See Attached

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#462590 v3 - CIB.Stillman Loan.Assignment of Rents

## PARCEL 1:

THAT PART OF LOT 2 IN MAUDES SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTH 04 DEGREES 01 MINUTES AND 56 SECONDS EAST ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 514.58 FEET TO A POINT; THENCE SOUTH 03 DEGREES 58 MINUTES AND 34 SECONDS EAST ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 500.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 52 MINUTES AND 50 SECONDS EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 483.30 FEET TO A POINT; THENCE SOUTH 60 DEGREES 38 MINUTES AND 27 SECONDS EAST, A DISTANCE OF 156.67 FEET TO A POINT; THENCE SOUTH 29 DEGREES 21 MINUTES AND 23 SECONDS WEST, A DISTANCE OF 159.71 FEET TO A POINT; THENCE SOUTH 01 DEGREES 07 MINUTES AND 09 SECONDS EAST, A DISTANCE OF 267.03 FEET TO A POINT; THENCE SOUTH 88 DEGREES 52 MINUTES AND 50 SECONDS WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 230.37 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE (THE FOLLOWING THREE COURSES BEING ALONG THE WESTERLY LINE OF SAID LOT 2 IN MAUDES SUBDIVISION) NORTH 47 DEGREES 41 MINUTES AND 09 SECONDS WEST, A DISTANCE OF 265.58 FEET TO A POINT ON A CURVE, THENCE NORTHWESTERLY ALONG SAID CURVE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 425 FEET, CHORD BEARING OF NORTH 23 DEGREES 40 MINUTES AND 19 SECONDS WEST A DISTANCE OF 299.69 FEET TO A POINT; THENCE NORTH 03 DEGREES 58 MINUTES AND 34 SECONDS WEST A DISTANCE OF 30.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.  
(CONTAINING 5 ACRES MORE OR LESS)

## PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL (AS CONTAINED IN THE WARRANTY DEED FROM VILLAGE OF TINLEY PARK, ILLINOIS, A MUNICIPAL CORPORATION (GRANTOR) TO MID-CONTINENT DEVELOPMENT AND CONSTRUCTION CO., AN ILLINOIS CORPORATION TO MID-CONTINENT DEVELOPMENT AND CONSTRUCTION CO., AN ILLINOIS CORPORATION DATED MAY 27, 1999 AND RECORDED MAY 28, 1999 AS DOCUMENT 99517500 FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS THE ALL THAT PART OF LAND DESCRIBED THEREIN ON EXHIBIT "B" AS FOLLOWS, EXCEPT SUCH PARTS AS HAVE PERMANENT BUILDINGS AND PERMANENT STRUCTURES BUILT ON IT WITHIN FIVE YEARS OF THE DATE OF THIS EASEMENT:

THAT PART OF LOT 2 IN MAUDES SUBDIVISION, BEING A SUBDIVISION AS RECORDED PER DOCUMENT NO. 04087193, IN THE NORTHWEST 1/4 OF SECTION 6 TOWNSHIP 35 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 04 DEGREES 01 MINUTES AND 56 SECONDS EAST 514.58 FEET ALONG THE WESTERLY LINE OF SAID LOT 2, TO A POINT THAT IS 125.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 AS MEASURED AT RIGHT ANGLES; THENCE SOUTH 03 DEGREES 58 MINUTES 34 SECONDS EAST 39.14 FEET ALONG THE WESTERLY LINE OF SAID LOT 2, TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 52 MINUTES AND 50 SECONDS EAST 855.85 FEET ALONG A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 60 DEGREES 49 MINUTES AND 48 SECONDS EAST 113.31 FEET; THENCE SOUTH 29 DEGREES 10 SECONDS AND 12 MINUTES WEST 68.40 FEET TO A POINT OF CURVE; THENCE SOUTHERLY 46.96 FEET ALONG SAID CURVE BEING THE ARC OF A CIRCLE OF 60.00 FEET RADIUS CONVEX WESTERLY, HAVING A CHORD BEARING OF SOUTH 06 DEGREES, 44 MINUTES AND 51 SECONDS WEST, TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY 104.52 FEET ALONG SAID REVERSE CURVE BEING THE ARC OF A CIRCLE OF 134.00 FEET RADIUS CONVEX EASTERLY, HAVING A CHORD BEARING OF SOUTH 06 DEGREES 40 MINUTES AND 19 SECONDS WEST, TO A POINT OF TANGENCY; THENCE SOUTH 29 DEGREES, 01 MINUTES AND 00 SECONDS WEST 276.44 FEET, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 94.23 FEET ALONG SAID CURVE BEING THE ARC OF A CIRCLE OF 60.00 FEET RADIUS CONVEX WESTERLY, HAVING A CHORD BEARING OF SOUTH 15 DEGREES 58 MINUTES AND 21 SECONDS EAST TO A POINT OF TANGENCY; THENCE SOUTH 60 DEGREES 57 MINUTES AND 45 SECONDS EAST 73.64 FEET; THENCE SOUTH 03 DEGREES 48 MINUTES AND 46 SECONDS EAST, 161.20 FEET; THENCE SOUTH 01 DEGREES 30 MINUTES AND 59 SECONDS WEST 163.50 FEET, TO A POINT OF CURVE; THENCE WESTERLY 83.81 FEET ALONG SAID CURVE BEING THE ARC OF A CIRCLE OF 45.00 FEET RADIUS CONVEX SOUTHEASTERLY, HAVING A CHORD BEARING OF SOUTH 54 DEGREE 52 MINUTES AND 10 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 46 MINUTES 39 SECONDS WEST 94.61 FEET, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 37.76 FEET ALONG SAID CURVE BEING THE ARC OF A CIRCLE OF 33.00 FEET RADIUS CONVEX NORTHERLY, HAVING A CHORD BEARING OF SOUTH 75 DEGREES 26 MINUTES 24 SECONDS WEST, TO A POINT OF TANGENCY; THENCE SOUTH 42 DEGREES 39 MINUTES 27 SECONDS WEST 21.41 FEET, TO A POINT OF CURVE; THENCE WESTERLY 49.09 FEET ALONG SAID CURVE BEING THE ARC OF A CIRCLE OF 45.00 FEET RADIUS CONVEX SOUTHERLY, HAVING A CHORD BEARING OF SOUTH 73 DEGREES 54 MINUTES 40 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 74 DEGREES 50 MINUTES 08 SECONDS WEST 65.43 FEET; THENCE SOUTH 82 DEGREES 07 MINUTES 57 SECONDS WEST 126.06 FEET; THENCE SOUTH 40 DEGREES 59 MINUTES 24 SECONDS WEST 27.71 FEET, TO THE WESTERLY LINE OF LOT 2 IN SAID MAUDES SUBDIVISION; THENCE NORTH 47 DEGREES 41 MINUTES 09 SECONDS WEST 355.32 FEET ALONG THE WESTERLY LINE OF SAID LOT 2, TO A POINT ON A CURVE, BEING THE WESTERLY LINE OF SAID LOT 2; THENCE NORTHERLY 299.69 FEET ALONG SAID CURVE BEING THE ARC OF A CIRCLE OF 425.00 FEET RADIUS CONVEX SOUTHWESTERLY, HAVING A CHORD BEARING OF NORTH 23 DEGREES 40 MINUTES 10 SECONDS WEST; THENCE NORTH 03 DEGREES 58 MINUTES 34 SECONDS WEST 492.12 FEET ALONG THE WEST LINE OF

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SAID LOT 2, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY,  
ILLINOIS.  
(EXCEPTING THEREFROM THAT PART OF THE LAND FALLING IN PARCEL 1 ABOVE)

PIN: 31-06-100-015-0000 (part)

Common Address: Intersection of Interstate 80 and Harlem Avenue, Tinley Park, Illinois

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