

UNOFFICIAL COPY

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08/17/01 55 001 Page 1 of 16  
2001-10-29 13:45:30  
Cook County Recorder 99.00

This instrument was prepared by and after recordation should be returned to:

Aid Association for Lutherans  
4321 North Ballard Road  
Appleton, WI 54919  
Attn: Law Department



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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSUMPTION AGREEMENT**

\*LaSalle Bank National Association,  
successor trustee

*16-jul*

This ASSUMPTION AGREEMENT ("Assumption") is made as of October 8, 2001, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts in the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered in pursuance of a Trust Agreement dated August 15, 1994 and known as Trust Number 118749-06 ("Trust" and "Assignor"), NORTHLAKE PROPERTY LLC, an Illinois limited liability company ("Assignor") and AID ASSOCIATION FOR LUTHERANS, a Wisconsin corporation ("Lender").

**RECITALS**

- A. Northlake Building, L.L.C., an Illinois limited liability company ("Northlake"), whose members include Harvey Angell, and Romajo Partners Limited Partnership, a Nevada limited partnership ("Romajo" and together with Northlake, the "Beneficiary") are the sole beneficiaries under the Trust Agreement governing the Assignor.
- B. Lender agreed to loan to Assignor the original principal sum of Six Million Seven Hundred Fifty Thousand and No/100 Dollars (\$6,750,000.00) (the "Loan"). The Loan is evidenced by that certain Mortgage Note dated September 27, 1994 executed by Trust in favor of Lender (the "Note"), and is secured by, among other things, that certain Real Estate Mortgage, Security Agreement and Financing Statement dated as of September 27, 1994, executed by Trust in favor of Lender, and recorded on September 27, 1994 in Cook County, Illinois, as Document No. 94838865 (the "Mortgage"). The Mortgage encumbers certain real property owned by Assignor located at 505 North Northwest Avenue, Northlake, Illinois 60164, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- C. The Loan also is secured by that certain Assignment of Rents and Leases, dated as of September 27, 1994, from Trust, as assignor, in favor of Lender, as assignee, which was

**BOX 333-CTT**

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recorded on September 27, 1994 in Cook County, Illinois, as Document No. 94838866 (the "Assignment of Rents"), pursuant to which Assignor assigned to Lender all of Assignor's rights, interests and privileges under the Leases (as defined in the Assignment of Rents).

- D. Assignor, as debtor, executed that certain UCC-1 Financing Statements in favor of Lender, as secured party, which were filed with the Illinois Secretary of State's Office on September 30, 1994 as Document Nos. 3312287, 3312285 and 3312286, and in the Office of the Recorder, Cook County, Illinois, as Document Nos. 94-U14452, 94-U14450 and 94-U14451 (the "Financing Statement"), covering, among other things, all right, title and interest of Assignor in and to all tangible personal property owned by Assignor located on or at the Property and all tangible and intangible personal property and General Intangibles (as defined in the Financing Statement) owned or acquired by Assignor and relating to, generated from, arising out of, or incidental to, the ownership, development or operation of the Property or the improvements thereon.
- E. The Note, Mortgage, Assignment of Rents and Financing Statement, and all other documents executed by Assignor and/or Lender in connection with the Loan are incorporated herein by this reference and shall be referred to hereafter collectively as the "Loan Documents".
- F. Concurrently with the execution of the Loan Documents, *Harvey Angell*, as guarantor, entered into that certain Guaranty dated September 27, 1994 (the "Angell Guaranty"), pursuant to which, among other things, guarantor made certain representations, warranties, covenants and guaranties in favor of Lender. The Angell Guaranty is incorporated herein by this reference.
- G. Concurrently with the execution of the Loan Documents, *Edward Borkowski and John Borkowski*, as guarantors, entered into that certain Guaranty dated September 27, 1994 (the "Borkowski Guaranty"), pursuant to which, among other things, guarantor made certain representations, warranties, covenants and guaranties in favor of Lender. The Borkowski Guaranty is incorporated herein by this reference.
- H. Concurrently with the execution of the Loan Documents, *Edward Borkowski and John Borkowski*, as indemnitor, and Lender, as indemnitee, entered into that certain Environmental Indemnity Agreement dated September 27, 1994 (the "Indemnity Agreement"), pursuant to which, among other things, indemnitor made certain representations, warranties, covenants and indemnifications in favor of Lender relating to, among other things, the environmental condition of the Property. The Indemnity Agreement is incorporated herein by this reference.

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- I. Northlake and Romajo, as owners, executed that certain Subordination and Conditional Assignment of Management Contract dated September 27, 1994, whereby owners assigned the Management Agreement with *Northlake* to Lender.
- J. As a condition of Assignor transferring its interest in the Property to Assignee, Assignee has agreed to assume, perform and otherwise be bound by all of the terms, covenants, conditions and obligations imposed upon Assignor under the Loan Documents.
- K. Lender is willing to consent to an assumption of the Loan Documents by Assignee on the terms and conditions described herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Assignment of Interest.** Assignor hereby grants, bargains, sells, conveys, transfers and assigns to Assignee, effective as of the date hereof, all of its right, title and interest under the Loan Documents.
- 2. **Release.** Assignor is hereby released from any liability of Assignor to Lender under the Loan Documents and Lender may proceed directly against Assignee for any obligations relating to the Loan Documents. Harvey Angell is hereby released from any and all liability under the Angell Guaranty.
- 3. **Assignment of Obligations.** Assignee hereby accepts such grant, transfer and assignment and assumes and agrees to perform and be bound by all of the terms, covenants, conditions and obligations of Assignor under the Loan Documents.
- 4. **Consent of Lender.** Lender hereby consents to this Assumption provided, that, on or before the closing of the purchase and sale of the Property, the following terms have been met:
  - (a) Assignee has duly executed and delivered to Lender an Authorization Agreement for Preauthorized Payments and a Form W-9.
  - (b) Assignee hereby duly authorizes AAL to file a UCC Financing Statement with the Illinois Secretary of State.
  - (c) Assignee has provided Lender with a date down endorsement updating the effective date and the vested title, and a 111.4 mortgage impairment after conveyance endorsement to Lender's policy of title insurance issued to Lender by Chicago Title

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Insurance Company (Policy No. 1401 007481073), or a new policy with Lender's standard endorsements acceptable to Lender if such endorsements are not available.

- (d) Assignee has provided a copy of the recorded deed from Assignor to Assignee.
  - (e) The delivery to Lender of Assignee's articles of organization and operating agreement, the resolution authorizing the transfer and assumption, and a certificate of good standing.
  - (f) Assignee has procured the insurance policies required to be maintained pursuant to the Mortgage, which insurance shall be approved by Lender in its sole discretion as to amount, form, deductibles and insurer.
  - (g) An opinion of Assignee's counsel in form and content approved by Lender in its sole discretion.
  - (h) The Borkowski Guaranty and the Indemnity Agreement will continue in full force and effect and *Edward Borkowski's* and *John Borkowski's* obligations under the Borkowski Guaranty and the Indemnity Agreement will not be diminished in any way due to Lender's acceptance of Assignee's performance under, or compliance with, the Loan Documents.
  - (i) The Management Agreement with *Northlake* will be terminated.
  - (j) The representations and warranties set forth herein and in the Loan Documents shall be true, correct and complete.
5. **Costs and Fees.** Assignee agrees to pay to Lender before closing Five Thousand and No/100 Dollars (\$5,000.00) as fees for this transaction and to pay all transfer taxes, recording fees and the fees and costs of special counsel of Lender. Assignee shall pay any fees and costs of the broker or other similar party for services rendered in this transaction. (*AAL acknowledges receipt of the \$5,000 fee.*)
6. **Assignor's Indemnification.** Assignor hereby agrees to indemnify, defend and hold each of Assignee and Lender harmless from all claims, liabilities, damages, losses, demands, judgments, costs or expenses (including actual attorneys' fees and costs) made against or suffered by Assignee or Lender, as the case may be, which relate to any obligations of Assignor accruing, to be performed or arising out of events occurring prior to the date hereof in respect of the Loan Documents or the Property.
7. **Assignee's Indemnification.** Assignee hereby agrees to indemnify, defend and hold each of Assignor and Lender harmless from all claims, liabilities, damages, losses, demands,

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judgments, costs or expenses (including actual attorneys' fees and costs) made against or suffered by Assignor or Lender, as the case may be, which relate to any obligations of Assignee arising out of events occurring on or after the date hereof in respect of the Loan Documents or the Property.

8. **Assignor's Representations.** Assignor represents and warrants to and for the benefit of Assignee and Lender that as of the date hereof:

- (a) The execution, delivery and performance of this Assumption has been duly authorized by the governing authorities of Assignee and Assignor and no other action of Assignee, Assignor or any other party is requisite to the execution, delivery and performance of this Assumption.
- (b) The Loan Documents are in full force and effect.
- (c) Neither the Loan Documents nor the Borkowski Guaranty or Indemnity Agreement have been amended, modified, supplemented or assigned except as set forth herein.
- (d) There are no defaults nor any events which, with the passage of time or notice, shall constitute a default by Assignor under the Loan Document.
- (e) Assignor has no defense as to any of its obligations under the Loan Documents.
- (f) The representations and warranties contained in the Loan Documents are true, correct and complete as of the date hereof.
- (g) The Management Contract between Romajo and Northlake is terminated.

9. **Assignee's Representations.** Assignee represents and warrants to and for the benefit of Assignor and Lender that:

- (a) Assignee has delivered to Lender a true, correct and complete copy of its Articles of Organization and Operating Agreement. The Articles of Organization and Operating Agreement have not been modified, amended or otherwise changed since the date thereof and all documents required to be filed in connection with the conduct of Assignee's business have been filed in the appropriate offices.
- (b) Assignee will not change its name for its state of formation or organization without the prior written consent of Lender. Assignee's exact legal name is as set forth in the first paragraph of this Assumption and Assignee's state of formation of organization is Illinois. Assignee will preserve its corporate existence and not, in

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one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets.

- (c) All statements, representations, and warranties contained in any writing previously delivered by Assignee to Lender in connection with the transfer of the Loan are true and correct in all material respects, and all obligations of Assignee and all conditions to the making of the transfer of the Loan have been performed and satisfied.
- (d) There have been no material adverse changes, financial or otherwise, in the condition of Assignee from that submitted to Lender by Assignee or in any supporting data submitted therewith, and all of the information contained therein is true and correct.
- (e) There is no claim, investigation, litigation or condemnation proceeding pending or threatened against Assignee except as heretofore disclosed in writing to Lender.
- (f) There is no judgment, decree, or order of any court or governmental or administrative agency or instrumentality which has been issued against Assignee and which has or may have any material effect on the Property or on the business of Assignee, except as have been heretofore disclosed to Lender in writing.
- (g) This Assumption and all other documents required to be executed by Assignee pursuant to the terms hereof have been duly authorized, executed and delivered and the Assumption and Loan Documents constitute valid and binding obligations of Assignee enforceable in accordance with their respective terms. No approval, consent, order or authorization of any governmental authority and no designation, registration, declaration or filing with any governmental entity is required in connection with the execution and delivery by Assignee of the Assumption or the assumption of the Loan Documents.
- (h) The assumption of the Loan Documents will not violate or contravene any agreement, indenture, or instrument to which Assignee is a party or by which it or the Property may be bound, or be in conflict with, result in a breach of, or constitute a default under any such agreement, indenture, or other instrument, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of Assignee except as contemplated by the provisions of the Loan Documents, and no action or approval with respect thereto by any third person is required.

10. **Notices.** Whenever any party desires to give or serve any notice, demand or request with respect to this Assumption, each such communication shall be in writing and shall be

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effective only when it is delivered by personal service or shall be effective three (3) days after deposit in the United States mail, mailed by certified mail, postage pre-paid, return receipt requested, to the parties addressed as follows:

If to Assignor: *American National Bank and Trust Company of Chicago  
as Trustee under Trust Agreement dated August 15, 1994  
and known as Trust No. 118749-06  
33 North LaSalle Street  
Chicago, Illinois 60690  
Attn: Land Trust Department*

and a copy to: *Northlake Building, L.L.C.  
950 North Michigan Avenue, Suite 2203  
Chicago, Illinois 60611  
Attn: Harvey Angell*

*Romajo Partners Limited Partnership  
950 North Michigan Avenue, Suite 2203  
Chicago, Illinois 60611  
Attn: Seymour Kessler*

If to Assignee: *Northlake Property LLC  
2600 International Parkway  
Woodridge, Illinois 60117*

If to Lender: *Aid Association for Lutherans  
4321 North Ballard Road  
Appleton, Wisconsin 54919  
Attn: Real Estate Law*

11. **Further Assurances.** Assignor shall execute, acknowledge, and deliver all such instruments, and take all such action as may be necessary to further assure to Assignee and Lender the rights assigned hereby and the full benefits hereof and to preserve and protect this Assumption and all of the rights, powers, and remedies of Assignee provided for herein.
12. **Assignee's Review of Documents.** Assignee acknowledges that it has reviewed and approved the Loan Documents.
13. **Future Transfers or Assignments.** Assignor and Assignee acknowledge that Lender's consent to this Assumption does not constitute a consent by Lender to any future transfer, conveyance, or assignment of any right, title, or interest under the Loan Documents and

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such transfers, conveyances and assignments are subject to the provisions of the Loan Documents.

14. **Validity of Assignment.** Assignor and Assignee acknowledge that this Assumption shall have no force, effect or validity unless Assignor and Assignee consummate the purchase and sale of the Property.
15. **Successor and Assigns.** This Assumption shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
16. **Governing Law.** This Assumption shall be governed by and construed in accordance with the laws of the same state as the Loan Documents.
17. **Attorneys' Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants, conditions, agreements, or provisions on the part of the other party arising out of this Assumption, the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including attorneys' fees and court costs.
18. **Counterparts.** This Assumption may be executed in several counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.
19. **Captions, Gender, and Number.** Any section, paragraph, title or caption contained in this Assumption is for convenience only and shall not be deemed a part of this Assumption. As used in this Assumption, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.
20. **Trustee Exculpation.** This Assumption is executed by American National Bank and Trust Company of Chicago, a national banking association, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by the named bank or trust company are undertaken by it solely as trustee under such Trust Agreement, and not individually, and no personal liability shall be asserted or be enforceable against said named bank or trust company by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this Assumption.



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IN WITNESS WHEREOF, this Assumption is executed by the parties as of the date first above written.

**ASSIGNOR:** LaSalle Bank National Association,  
successor trustee  
**American National Bank and Trust Company of Chicago,**  
**not personally, but as Trustee as aforesaid**

By: Nancy A. Carlin  
Name: **NANCY A. CARLIN**  
Title: **Assistant Vice President**

Attest: \_\_\_\_\_  
Name: **Attestation not required by**  
Title: **LaSalle Bank National Association**  
**Bylaws**

*(Signatures continued on next page)*

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(Signatures continued from previous page)

## ASSIGNEE:

Northlake Property LLC,  
an Illinois limited liability company

By: Edward Borkowski  
Edward Borkowski, Manager

By: John S. Borkowski  
John S. Borkowski, Manager

## LENDER:

Aid Association for Lutherans,  
a Wisconsin corporation

By: \_\_\_\_\_  
Wayne C. Streck  
Vice President -  
Mortgages and Real Estate

By: \_\_\_\_\_  
David Crist  
Assistant Secretary

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(Signatures continued from previous page)

## ASSIGNEE:

Northlake Property LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Edward Borkowski, Manager

By: \_\_\_\_\_  
John S. Borkowski, Manager

## LENDER:

*KCS*  
*10-2-01* Aid Association for Lutherans,  
a Wisconsin corporation

By: Wayne C. Streck  
Wayne C. Streck  
Vice President -  
Mortgages and Real Estate

By: David Crist  
David Crist  
Assistant Secretary

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STATE OF ILLINOIS )

COUNTY OF COOK )

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Nancy A. Carlin -and- as Asst. Vice President and -

**\*\* American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated August 15, 1994 and known as Trust No. 118749-06, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said American National Bank and Trust Company of Chicago and as their own free and voluntary act for the uses and purposes therein set forth. \*\*LASALLE BANK NATIONAL ASSOCIATION successor trustee to**

GIVEN under my hand and Notarial Seal on October 12, 2001.

*Patricia K. Holtry*  
Notary Public



My Commission expires: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On October 10, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared ) John S. Borkowski, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Manager of **Northlake Property LLC, an Illinois limited liability company**, the company that executed the within instrument and acknowledged to me that such company executed the within instrument.

WITNESS my hand and official seal.

(SEAL)

Teresa L. West  
Notary Public

My Commission Expires:



STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF OUTAGAMIE )

On October 3, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne C. Streck and David Crist, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the Vice President - Mortgages and Real Estate and Assistant Secretary, respectively, of **Aid Association for Lutherans, a Wisconsin corporation**, the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)

Kathleen M. Van Bortel  
Notary Public

My Commission Expires: Aug. 11, 2002.



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## Exhibit A

### PARCEL 1:

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE WEST 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 30 SAID LINE ALSO BEING THE DIVISION LINE BETWEEN DUPAGE COUNTY AND COOK COUNTY, A DISTANCE OF 1,051.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THAT CERTAIN EASEMENT CONVEYED BY THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO THE THE COMMONWEALTH EDISON COMPANY BY EASEMENT DEED DATED JANUARY 16, 1957 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT 16827903, ON FEBRUARY 18, 1957 IN BOOK 52875 ON PAGES 192-195; THENCE NORTH 70 DEGREES 11 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY OF SAID EASEMENT, A DISTANCE OF 338.80 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL WITH AND 60 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE EAST RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY A DISTANCE OF 1,147.84 FEET TO A POINT; THENCE CONTINUING ALONG THE LAST MENTIONED COURSE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2,500 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE KROGER COMPANY BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED ON FEBRUARY 26, 1960 FOR A PLACE OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE KROGER COMPANY, A DISTANCE OF 911.99 FEET TO A POINT 94 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 40 FEET TO A POINT; THENCE SOUTH 15 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 346.50 FEET TO A POINT 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAYS PROVISO YARD; THENCE SOUTH 04 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD NUMBER 834, A DISTANCE OF 434.57 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 957.88 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", SAID POINT ALSO BEING 60 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", ALSO BEING A LINE 60 FEET EASTERLY OF (AS MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY BEING A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 7,597.44 FEET, A DISTANCE OF 415.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", A DISTANCE OF 392.84 FEET TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 2:

THE NORTH 12 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE) OF THE NORTHERLY 330 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID FRACTIONAL SECTION 31; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID FRACTIONAL 31, A DISTANCE OF 99.65 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64 (COMMONLY KNOWN AS NORTH AVENUE) THENCE NORTH 88 DEGREES 20 MINUTES 15 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64, A DISTANCE OF 555.85 FEET TO THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO BURNY BROTHERS, INC., BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED APRIL 1, 1960; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BURNY BROTHERS, INC. PROPERTY, SAID LINE ALSO BEING THE EASTERLY LINE OF ACCESS ROAD "C", THE FOLLOWING 5 COURSES AND DISTANCES; NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 43.52 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 192 FEET, A DISTANCE OF 143.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 49 MINUTES 45 SECONDS WEST, A DISTANCE OF 115.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 188 FEET, A DISTANCE OF 138.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 206.35 FEET TO THE NORTHWEST CORNER OF SAID BURNY BROTHERS, INC. PROPERTY FOR A PLACE OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY LINE OF ACCESS ROAD "C" THE FOLLOWING 4 COURSES AND DISTANCES; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 563.37 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONVEX EASTERLY AND HAVING A RADIUS OF 7,542 FEET, A DISTANCE OF 485.94 FEET TO A POINT OF TANGENCY; THENCE NORTH 4 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 94.32 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 7,597.44 FEET, A DISTANCE OF 149.79 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO RADIO STEEL MANUFACTURING COMPANY, BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY A DEED DATED JANUARY 24, 1962; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY, A DISTANCE OF 957.88 FEET TO THE SOUTHEAST CORNER OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY, SAID CORNER ALSO BEING A POINT 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S PROVISIO YARD; THENCE SOUTH 04 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD TRACK NUMBER 834, A DISTANCE OF 1,272.05 FEET TO A POINT ON THE NORTH LINE OF SAID BURNY BROTHERS, INC. PROPERTY; THENCE SOUTH 88 DEGREES 20 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID BURNY BROTHERS, INC. PROPERTY, A DISTANCE OF 820.52 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### P.I.N. Numbers:

12-31-100-005  
12-31-301-021 and  
12-31-301-033

### Property Address:

505 North Northwest Avenue  
Northlake, Illinois 60164