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2002-07-30 08:22:00

Cook County Recorder 41.50

THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDATION RETURN TO:

Julie Kaminski
Wolin & Rosen, Ltd.
55 W. Monroe Street
Suite 3600
Chicago, Illinois 60603
W&R File No.: 94-0400.00

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS**



(Space Above For Recorder's Use)

NJA PROPERTIES, LLC, as Borrower,

to

THE NATIONAL REPUBLIC BANK OF CHICAGO, as Lender

**ASSIGNMENT
OF LEASES AND RENTS**

Dated: As of July 25, 2002

Property Address: 1941 East Algonquin Road
Schaumburg, Illinois 60173

Section: 12
Township: 41 North
Range: 10
Tax Parcel: 07-12-201-013
County: Cook

Loan No.: _____

Property of Cook County Clerk's Office

119

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of July 25, 2002, by NJA PROPERTIES, LLC, an Illinois limited liability company, having an address at 1941 East Algonquin Road, Schaumburg, Illinois 60173 ("Borrower"), to THE NATIONAL REPUBLIC BANK OF CHICAGO, a national bank, having an address at 1201 West Harrison Street, Chicago, Illinois 60607 ("Lender").

WITNESSETH:

WHEREAS, Borrower has requested that Lender make a loan to Borrower in the aggregate principal amount of SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$725,000.00) (the "Loan");

WHEREAS, Lender has agreed to make the Loan to Borrower upon, and subject to, the terms and conditions set forth herein and in the other Loan Documents (as hereinafter defined);

WHEREAS, Borrower and Lender have entered into a Loan Agreement dated of even date herewith (the "Loan Agreement");

WHEREAS, concurrently herewith, Borrower has delivered to Lender its Promissory Note of even date herewith in the amount of the Loan (as the same may hereafter from time to time be modified, amended, replaced, restated, supplemented, renewed, or extended, and any note(s) issued in exchange therefor or in substitution thereof, collectively, the "Note") in evidence of the Loan, with interest from the date hereof at the rates set forth in the Note, such interest and the principal amount thereof to be payable in accordance with the terms and conditions provided in the Note;

WHEREAS, Borrower has delivered that certain Mortgage, Security Agreement and Fixture Filing (the "Security Instrument"), dated as of the date hereof, to Lender, encumbering Borrower's interest in that certain parcel of land situated in the County of Cook, State of Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "Property"), which is intended to be duly recorded in said County concurrently with this Assignment;

NOW THEREFORE, in consideration of the making of the Loan and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Borrower hereby agrees, covenants, represents and warrants with and to Lender as follows:

ARTICLE 1 – ASSIGNMENT

Section 1.1 PROPERTY ASSIGNED. Borrower hereby irrevocably, absolutely and unconditionally assigns and grants to Lender all of Borrower's right, title and interest in and to the following property, rights, interests and estates now owned or hereafter acquired by Borrower, whether now owned or hereafter acquired (collectively, the "Assigned Property"):

(a) Leases and Other Agreements. All existing and future leases and all other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether before or after the filing by or against

Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") together with any extension, renewal or replacement of the same (collectively, the "Leases"); this Assignment of all such other present and future Leases being effective without further or supplemental assignment.

(b) Rents. All rents, additional rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses), deposits, accounts and other benefits arising from the Leases and renewals and replacements thereof or otherwise from the use, enjoyment and occupancy of the Property, and any cash or security deposited in connection therewith, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents").

(c) Bankruptcy Claims. All claims and rights (the "Bankruptcy Claims") to the payment of damages and other claims arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) Lease Guaranties. All claims and rights under any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty" and collectively, the "Lease Guaranties"), given to Borrower by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor" and collectively, the "Lease Guarantors").

(e) Proceeds. All proceeds from any sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(f) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation, the immediate and continuing right to make claim for, receive, collect and apply all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the principal sum, interest and all other sums due and payable under the Note, this Assignment and all of the other Loan Documents (collectively, the "Debt")), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(g) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents and to enforce the Leases.

(h) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(i) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals, extensions, supplements, restatements and substitutions thereof.

ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by Borrower that this Assignment constitute a present, complete, effective, irrevocable, absolute and unconditional assignment of the Assigned Property, and not an assignment for additional security only. Nevertheless, subject to the terms of this Assignment and the Security Instrument, Lender grants to Borrower a revocable license to collect and receive the Rents and other sums payable pursuant to any of the Assigned Property unless and until there shall be an Event of Default (as defined in the Security Instrument). Borrower shall hold a sufficient portion of the Rents and all sums payable pursuant to any of the Assigned Property in trust for the benefit of Lender to discharge all current sums due on the Debt.

Section 2.2 NOTICE TO LESSEES. Borrower does hereby specifically authorize, instruct and direct each and every present and future tenant, occupant, lessee and licensee of the whole or any part of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums payable under the other Assigned Property upon receipt of demand from Lender so to pay the same upon the occurrence of an Event of Default. Borrower hereby agrees that each such present and future tenant, occupant, lessee, licensee and Lease Guarantor may rely upon such written demand from Lender so to pay the Rents and other sums without any inquiry into whether there exists an Event of Default or whether Lender is otherwise entitled to such Rents and other sums. Borrower hereby waives any right, claim or demand which Borrower may have against any present or future tenant, occupant, lessee, licensee or Lease Guarantor by reason of such payment of Rents and other sums to Lender, and any such payment shall discharge such tenant's, occupant's, lessee's, licensee's or Lease Guarantor's obligation to make such payment to Borrower.

Section 2.3 INCORPORATION BY REFERENCE. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement, Note, the Security Instrument and any and all of the other documents, instruments and agreements now or hereafter executed by Borrower and/or others and by or in favor of Lender, which wholly or partially secure or guaranty payment of the Debt or which from time to time may evidence any portion of the Debt (as each of the same may be amended, modified, extended, renewed, restated, consolidated, substituted, supplemented or replaced from time to time, collectively, the "Loan Documents"), are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

Section 3.1 REMEDIES OF LENDER. (a) Upon or at any time after the occurrence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment automatically shall be revoked, and Lender immediately shall be entitled to possession of all Rents and other sums payable pursuant to any of the Assigned Property, whether or not Lender enters upon or takes control of the Property. In addition, upon or at any time after the occurrence of an Event of Default, without waiving such Event of Default, to the extent permitted by law, without notice and without regard to the adequacy of the security for the Debt, with or without bringing any action or proceeding, either in person or by agent, nominee, attorney or a receiver appointed by a court, at its option Lender may dispossess Borrower and its

agents and servants from the Property and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto, without liability for trespass, damages or otherwise. Thereupon, Lender may have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and other sums payable pursuant to any of the Assigned Property, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender. Lender may apply the Rents and other sums payable pursuant to any of the Assigned Property to the payment of the following in such order and proportion as Lender in its sole discretion may determine: (i) all expenses of managing and securing the Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable, (ii) all expenses of operating and maintaining the Property, including, without limitation, all utility charges, Insurance Premiums, Taxes and Other Charges (as such terms are defined in the Security Instrument) and any other liens, charges or expenses as Lender may deem necessary or desirable, (iii) the cost of all alterations, renovations, repairs or replacements, (iv) all expenses incident to taking and retaining possession of the Property, including, without limitation, all court costs and reasonable attorneys' fees and disbursements and (v) the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion.

(b) In addition, upon the occurrence of an Event of Default, Lender, at its option, may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, negotiate, execute, cancel, enforce, extend, renew or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all other sums payable pursuant to any of the Assigned Property, (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of Borrower or any Affiliate (as defined in the Security Instrument) of Borrower, or (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under any Loan Document, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

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Section 3.3 NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and other sums payable pursuant to any of the Assigned Property and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under any Loan Document. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of any of the Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Assignment or the other Loan Documents. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others.

Section 3.4 BANKRUPTCY. (a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable to Borrower or any other party for Lender's failure to let the Property after an Event of Default, for any waste committed on the Property by the tenants or any other parties, for any dangerous or defective condition of the Property, including without limitation, the presence of any Hazardous Substances (as defined in the Security Instrument), for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to Borrower or any tenant, licensee, employee or stranger, or for any other act or omission of Lender in managing the Property after an Event of Default except to the extent directly caused by

the gross negligence or willful misconduct of Lender. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless Lender from and against any and all liability, loss or damage which may or might be incurred under the Assigned Property or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, except to the extent directly caused by the gross negligence or willful misconduct of Lender. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, by the Security Instrument and the Other Security Documents (as defined in the Security Instrument), shall become immediately due and payable and shall bear interest at the Default Rate (as defined in the Security Instrument) from the date incurred by Lender until paid.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. 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 Borrower.

Section 4.3 FURTHER ASSURANCES. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more assignments, financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Assigned Property. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including, without limitation, such rights and remedies available to Lender pursuant to this Section 4.3.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

Section 5.1 NOTICES. Any notice, correspondence, demand or other communication shall be in writing and shall be delivered to the parties pursuant to and in accordance with the provisions of the Loan Agreement.

Section 5.2 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of the Security Instrument shall prevail.

Section 5.3 CERTAIN DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, and all other capitalized terms used but not otherwise defined herein shall have the meanings provided therefor in the Security Instrument.

Section 5.4 AUTHORITY. Borrower (and the undersigned representative of Borrower, if any) represents and warrants that it has full power and authority to execute and deliver this Assignment, and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Property.

Section 5.5 TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Security Instrument duly executed by Lender, this Assignment shall become and be void and of no effect.

IN WITNESS WHEREOF THIS ASSIGNMENT has been executed by Borrower as of the day and year first above written.

BORROWER:

NJA PROPERTIES, LLC, an Illinois limited liability company

By: [Signature]
Name: Sumi Mudigonda
Its: Member

By: [Signature]
Name: Sanjay Thumma
Its: Member

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[BORROWER ACKNOWLEDGMENT]

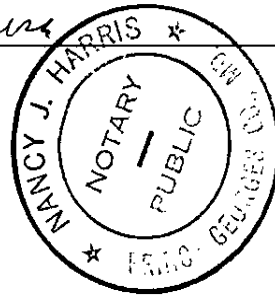
STATE OF Maryland)
)SS
COUNTY OF Anne Arundel)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **SUNIL MUDIGONDA**, personally known to me to be the Member of **NJA PROPERTIES, LLC**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of July, 2002.

Nancy J. Harris
Notary Public

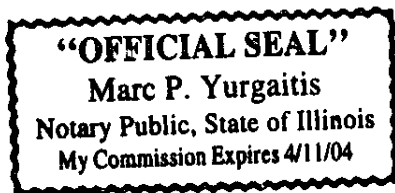
[SEAL]



STATE OF IL)
)SS
COUNTY OF Cook)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **SANJAY THUMMA**, personally known to me to be the Member of **NJA PROPERTIES, LLC**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 25 day of July, 2002.



[Signature]
Notary Public

[SEAL]

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PROPERTY ADDRESS: 1941 EAST ALGONQUIN ROAD
SCHAUMBURG, IL 60159

Pin 07-12-201-013-0000

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 422.12 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 0 DEGREES 06 MINUTES 42 SECONDS WEST ALONG THE WEST LINE OF THE EAST 422.12 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 477.87 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1.11 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST 167.60 FEET; THENCE EAST 364.938 FEET; THENCE DUE NORTH 70 FEET; THENCE DUE EAST 31 FEET; THENCE DUE NORTH 150 FEET; THENCE DUE EAST 343.449 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED:

THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST 21.903 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 561.694 FEET, AN ARC DISTANCE OF 127.368 FEET (THE CHORD OF WHICH ARC BEARS NORTH 52 DEGREES 52 MINUTES 28 SECONDS WEST AND MEASURES 127.095 FEET); THENCE NORTH 28 DEGREES 22 MINUTES 02 SECONDS EAST 65.561 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD (ILLINOIS ROUTE NUMBER 62), AS DEDICATED ACCORDING TO DOCUMENT NUMBER 11195796; THENCE SOUTHEASTERLY ALONG THE CURVED SOUTHWESTERLY RIGHT OF WAY LINE OF SAID ALGONQUIN ROAD, BEING THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY, THE TANGENT OF WHICH IS AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 5779.65 FEET, AN ARC DISTANCE OF 388.168 FEET (THE CHORD OF WHICH ARC BEARS SOUTH 63 DEGREES 33 MINUTES 05 SECONDS EAST AND MEASURES 388.082 FEET); THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST 83 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF A CIRCLE CONVEX WESTERLY, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 87 FEET, AN ARC DISTANCE OF 137.163 FEET (THE CHORD OF WHICH BEARS SOUTH 20 DEGREES, 49 MINUTES 08 SECONDS EAST AND MEASURES 123.391 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE, BEING THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 549.817 FEET; AN ARC DISTANCE OF 188.143 FEET (THE CHORD OF WHICH ARC BEARS 56 DEGREES 10 MINUTES 51 SECONDS WEST AND MEASURED 187.226 FEET), TO A POINT OF TANGENCY; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVED LINE, 159.576 FEET TO THE POINT OF BEGINNING OF COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THAT PART TAKEN FOR ROADWAY PURPOSES, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING TWO

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PARCEL A: THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY INSTRUMENT RECORDED MAY 09, 1989 AS DOCUMENT NO. 89206965, IN COOK COUNTY, ILLINOIS; THENCE ALONG AN ASSUMED BEARING OF SOUTH 24 DEGREES 50 MINUTES 33 SECONDS WEST, ALONG THE EASTERLY LINE OF THE AFORESAID PROPERTY CONVEYED PER DOCUMENT NO. 89206965, A DISTANCE OF 20.00 FEET; THENCE NORTH 50 DEGREES 19 MINUTES 32 SECONDS WEST, A DISTANCE OF 59.16 FEET TO A POINT ON A 5784.65 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 25 DEGREES 16 MINUTES 15 SECONDS EAST FROM SAID POINT; THENCE WEST ALONG SAID CURVE, CONCAVE NORTHEAST 331.33 FEET, CENTRAL ANGLE OF 03 DEGREES 16 MINUTES 54 SECONDS TO THE WESTERLY LINE OF SAID TRACT OF LAND CONVEYED PER DOCUMENT 89206965; THENCE NORTH 28 DEGREES 53 MINUTES 05 SECONDS EAST ALONG SAID WESTERLY LINE 5.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALGONQUIN ROAD (ILLINOIS ROUTE 62), AS DEDICATED PER DOCUMENT NO. 11195796, SAID POINT ALSO BEING A POINT ON A 5779.65 FOOT RADIUS CURVE, THE CENTER CIRCLE BEARS NORTH 28 DEGREES 33 MINUTES 09 SECONDS EAST, THENCE EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID CURVE CONCAVE NORTHEAST, 388.17 FEET, CENTRAL ANGLE OF 03 DEGREES 50 MINUTES 53 SECONDS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B: THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY INSTRUMENT RECORDED MAY 09, 1989 AS DOCUMENT NO. 89206965, IN COOK COUNTY, ILLINOIS; THENCE ALONG AN ASSUMED BEARING OF SOUTH 24 DEGREES 50 MINUTES 33 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID PROPERTY CONVEYED PER DOCUMENT 89206965, A DISTANCE OF 20.00 FEET; THENCE NORTH 50 DEGREES 19 MINUTES 32 SECONDS WEST, 19.47 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A 5794.65 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 24 DEGREES 53 MINUTES 27 SECONDS EAST FROM SAID POINT; THENCE WEST ALONG SAID CURVE CONCAVE NORTHEAST 370.40 FEET, CENTRAL ANGLE OF 03 DEGREES 39 MINUTES 45 SECONDS; THENCE NORTH 28 DEGREES 52 MINUTES 05 SECONDS EAST, 10.00 FEET TO A POINT ON A 5784.65 FOOT RADIUS CURVE, THE CENTER OF CIRCLE BEARS NORTH 28 DEGREES 33 MINUTES 10 SECONDS EAST; THENCE EAST ALONG SAID CURVE CONCAVE NORTHEAST 331.33 FEET, CENTRAL ANGLE OF 03 DEGREES 16 MINUTES 54 SECONDS; THENCE SOUTH 50 DEGREES 19 MINUTES 32 SECONDS EAST 39.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 07-12-201-013