

# UNOFFICIAL COPY

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Cook County Recorder 52.00



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## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made as of the 21<sup>st</sup> day of December, 2002 by and among **LASALLE BANK NATIONAL ASSOCIATION**, not personally, but solely as Successor Trustee to American National Bank and Trust Company of Chicago, under Trust Agreement dated June 14, 1991 and known as Trust No. 113980-05 ("Original Mortgagor"), **SANDERS 2100, LLC**, an Illinois limited liability company, formerly known as Sanders 2100 Limited Partnership, an Illinois limited partnership ("Borrower"), **BIG BEAR PROPERTIES, INC.**, a Delaware corporation ("Big Bear") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, formerly known as LaSalle National Bank ("Mortgagee").

### RECITALS:

A. Mortgagee made a loan (the "Loan") to Original Mortgagor and Borrower in the original principal amount of Eleven Million Six Hundred Twenty-Five Thousand Dollars (\$11,625,000.00), and in order to evidence the Loan, Original Mortgagor and Borrower executed and delivered to Mortgagee a certain Mortgage Note dated June 25, 1992 in the original principal amount of Ten Million Nine Hundred Fifty Thousand Dollars (\$10,950,000.00), as amended by (i) a certain Note and Mortgage Modification Agreement (the "First Modification") dated as of August 7, 1997, but effective as of July 1, 1997, among Original Mortgagor, Borrower and Mortgagee and recorded with the Office of the Cook County Illinois Recorder of Deeds (the "Recorder") on September 29, 1997 as Document No. 97719097, pursuant to which among other things, the original principal amount of said Mortgage Note was increased to Eleven Million Six Hundred Twenty-Five Thousand and No/100 Dollars (\$11,625,000.00), (ii) a certain Second Note and Mortgage Modification Agreement (the "Second Modification") dated as of July 1, 2000 among Original Mortgagor, Borrower and Mortgagee and recorded with the Recorder on September 5, 2000 as Document No. 00684046, (iii) a certain Third Note and Mortgage Modification Agreement (the "Third Modification") dated as of January 1, 2001 among Original Mortgagor, Borrower, Big Bear, J.K. Sanders, Inc., an Illinois corporation

**BOX 303-CT**

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("JK"), Hersch Klaff ("Klaff"), Eric Joss ("Joss") and Mortgagee and recorded with the Recorder on June 14, 2001 as Document No. 0010519746, (iv) a certain Fourth Note and Mortgage Modification Agreement (the "Fourth Modification") dated as of April 30, 2001 among Original Mortgagor, Borrower, Big Bear and Mortgagee, and recorded with the Recorder on June 14, 2001 as Document No. 0010519747, and (v) a certain Fifth Note and Mortgage Modification Agreement, (the "Fifth Modification") dated as of March 30, 2002 among Original Mortgagor, Borrower, Big Bear and Mortgagee and recorded with the Recorder on July 14, 2002 as Document No. 0020761329 (said Mortgage Note, as so amended, is hereinafter referred to as the "Note").

B. To secure the Note, Original Mortgagor executed and delivered to Mortgagee a certain Mortgage dated June 25, 1992 encumbering real property in Cook County, Illinois legally described on Exhibit A attached hereto (the "Premises"), which Mortgage was recorded with the Recorder on July 6, 1992 as Document No. 92487469, and has been amended by the First Modification, the Second Modification, the Third Modification, the Fourth Modification and the Fifth Modification (said Mortgage, as so amended, is hereinafter referred to as the "Mortgage").

C. To further secure the Note, Original Mortgagor and Borrower executed and delivered to Mortgagee a certain Assignment of Rents and Leases dated June 25, 1992 assigning to Mortgagee all of the rents, issues, profits and leases of and from the Premises, which Assignment of Rents and Leases was recorded with the Recorder on July 6, 1992 as Document No. 92487470, and has been amended by the First Modification, the Second Modification, the Third Modification, the Fourth Modification and the Fifth Modification (said Assignment of Rents and Leases, as so amended, is hereinafter referred to as the "Assignment of Rents").

D. To further secure the Note, Borrower, Big Bear, JK, Klaff and Joss executed and delivered to Mortgagee a certain Environmental Indemnity Agreement dated June 25, 1992, as amended by the First Modification, the Second Modification, the Third Modification, the Fourth Modification and the Fifth Modification (said Environmental Indemnity Agreement, as so amended, is hereinafter referred to as the "Environmental Agreement").

E. To further secure the Note, Borrower, Big Bear, JK, Klaff and Joss executed and delivered to Mortgagee a certain Certificate of Representations, Warranties and Covenants dated June 25, 1992, as amended by the First Modification, the Second Modification, the Third Modification, the Fourth Modification and the Fifth Modification (said Certificate of Representations, Warranties and Covenants, as so amended, is hereinafter referred to as the "Certificate").

F. Mortgagee is the owner and holder of the Note, the Mortgage, the Assignment of Rents, the Environmental Agreement, the Certificate and various other documents evidencing and securing the Loan (collectively, the "Loan Documents").

G. Pursuant to 805 ILCS 180/37-10, Borrower has caused the entity known as Sanders 2100 Limited Partnership, an Illinois limited partnership to be converted into the entity now known as Sanders 2100, LLC, an Illinois limited liability company (the "Conversion"). Pursuant to ILCS 180/37-15, as a result of the Conversion, all property owned by the converting

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limited partnership now vests in the limited liability company and all debts, liabilities and other obligations of the converting limited partnership continue as obligations of the limited liability company.

H. Borrower, being the sole beneficiary of Original Mortgagor, desires to transfer and convey title to the Premises from Original Mortgagor to Borrower and Borrower has requested that Mortgagee consent to such transfer and conveyance.

I. Mortgagee has agreed to give such consent, upon and subject to the terms, provisions and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the recitals and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Original Mortgagor, Borrower, Big Bear and Mortgagee hereby agree, stipulate and covenant as follows, notwithstanding anything to the contrary contained in the Loan Documents:

1. **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **ACKNOWLEDGMENT OF DEBT.** Original Mortgagor, Borrower, Big Bear and Mortgagee acknowledge that as of December 27, 2002, the principal balance due under the Note was \$8,368,946.
3. **ASSIGNMENT AND ASSUMPTION OF INTERESTS IN LOAN DOCUMENTS.** Original Mortgagor hereby assigns, transfers and conveys to Borrower all of its right, title and interest in and to the Note, the Mortgage and the other Loan Documents to which it is a party. Borrower hereby accepts said assignment and assumes and agrees to be liable for all obligations, covenants, agreements and liabilities of "Mortgagor" and the "Trust" arising on or after the date hereof under the Note, the Mortgage and the other Loan Documents with the same force and effect as if Borrower had been an original signatory to each said Loan Document. Mortgagee hereby consents to the foregoing assignment and assumption and the transfer and conveyance of title to the Premises from Original Mortgagor to Borrower.
4. **MODIFICATIONS OF LOAN DOCUMENTS.**
  - (a) The Mortgage and the other Loan Documents are amended such that all references contained therein to "Beneficiary" shall be deemed to refer to "Borrower."
  - (b) Paragraph 26(a) of the Mortgage is amended by adding the following after the first sentence thereof: "The sole member of Borrower shall not transfer, convey, pledge or otherwise encumber all or any portion of its membership interest in Borrower and the sole general partner of such sole member shall not transfer, convey, pledge or otherwise encumber all or

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any portion of its general partnership interest in said sole member, without the prior written consent of Mortgagee.”

(c) The Loan Documents are hereby modified to provide that all references contained therein to “Mortgagor” or the “Trust” shall be deemed to refer to Borrower. Accordingly, Borrower shall be fully and solely liable for all obligations, covenants and agreements of “Maker,” “Mortgagor,” “Borrower,” or “Debtor” under all of the Loan Documents. Borrower agrees that it shall continue to be fully and solely liable for all of its obligations and liabilities under the Loan Documents, notwithstanding the fact that it, rather than Original Mortgagor, owns title to the Premises.

(d) Borrower hereby unconditionally and irrevocably authorizes Mortgagee or its counsel, at any time and from time to time, to file such financing statements and amendments and continuations thereof that Mortgagee may deem to be necessary or desirable in order to create, perfect and preserve Mortgagee’s security interests in the collateral described in the Loan Documents and Mortgagee may cause such statements, amendments and continuations to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interests

(e) Except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms.

5. **TITLE INSURANCE; ENTITY ORGANIZATION.** Concurrently with the execution and delivery of this Agreement (and, as a condition precedent to the effectiveness of this Agreement), Borrower shall provide Mortgagee with: (a) an endorsement to Mortgagee’s Title Insurance Policy No. 7380035 dated July 7, 1992 issued by Chicago Title Insurance Company (“Mortgagee’s Title Policy”), which shall show Borrower as the owner of the title to the Premises and shall guarantee as of the date of the recording of this Agreement, that there are no objections to title other than (i) the objections to title included in Mortgagee’s Title Insurance Policy, and (ii) general real estate taxes not presently due or payable; (b) certified copies of the Agreement of Conversion, the Articles of Organization and the Operating Agreement of Borrower; (c) evidence that this Agreement has been duly authorized on behalf of Borrower and Big Bear; (d) certificates of good standing for Borrower issued by the Secretary of State of the State of Illinois and for Big Bear issued by the Secretary of State of the States of Delaware and Illinois; (e) an opinion of counsel for Borrower and Big Bear in form and substance acceptable to Lender; and (f) such other documents as Mortgagee shall reasonably request.

6. **MORTGAGEE’S EXPENSES.** Borrower agrees to pay all reasonable costs, fees and expenses (including but not limited to Mortgagee’s legal fees) incurred by Mortgagee in connection with the negotiation and documentation of this

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Agreement, and the delivery of the items described in Paragraph 5 above. All such fees, costs and expenses shall be paid within ten (10) business days after notice from Mortgagee to Borrower of the amount due and the reason therefor.

7. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
8. **CONSTRUCTION.** This Agreement shall not be construed more strictly against Mortgagee merely by virtue of the fact that the same has been prepared by Mortgagee or its counsel. Original Mortgagor, Borrower, Big Bear and Mortgagee each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto in entering into this Agreement.
9. **REPRESENTATIONS AND WARRANTIES.** Original Mortgagor, Borrower, and Big Bear hereby represent and covenant and Borrower and Big Bear warrant to Mortgagee as follows:
  - (a) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Original Mortgagor, Borrower and Big Bear do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.
  - (b) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower and Big Bear, as applicable, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
  - (c) There has been no material adverse change in the financial condition of Borrower or Big Bear from the date of the most recent financial statement of each such party received by Mortgagee.
  - (d) Each of Borrower and Big Bear is validly existing under the laws of the State of their formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform its respective obligations under the Loan Documents, as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents, as modified herein, have been duly authorized by all requisite action by or on behalf of Borrower and Big Bear. This Agreement has been duly executed and delivered on behalf of Original Mortgagor, Borrower and Big Bear.

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10. **ENTIRE AGREEMENT.** Original Mortgagor, Borrower, Big Bear and Mortgagee each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement or the Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Original Mortgagor, Borrower, Big Bear and Mortgagee.
11. **BENEFIT.** Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of Original Mortgagor, Borrower, Big Bear and Mortgagee, and their respective successors, permitted assigns, grantees, heirs, executors, personal representatives, and administrators.
12. **RATIFICATION.** Except as herein expressly modified, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein modified, are hereby ratified, confirmed, and reaffirmed by Original Mortgagor, Borrower and Big Bear. Original Mortgagor, Borrower and Big Bear further ratify and confirm that the failure of JK, Klaff and Joss to be parties to this Agreement shall not in any way affect, impair or limit the respective obligations and liabilities of Original Mortgagor, Borrower and Big Bear under this Agreement or the Loan Documents to which they are parties. Original Mortgagor, Borrower and Big Bear reaffirm, confirm and reconfirm all of the representations, warranties and covenants made by each at the time of the initial funding of the Loan, except for changes in factual circumstances that have been disclosed to Mortgagee.
13. **PRIORITY OF MORTGAGE.** All of the Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the Assignment of Rents, as herein modified, and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage and the Assignment of Rents, as herein modified, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents.
14. **CONSENT TO AGREEMENT.** Original Mortgagor, Borrower and Big Bear acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with same, that the terms and provisions contained herein are clearly understood by them and have been fully and unconditionally consented to by them, and that Original Mortgagor, Borrower and Big Bear have had full benefit and advice of counsel of their own selection, or the opportunity to obtain the benefit and advice of counsel of their own selection, in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has been entered into by Original Mortgagor, Borrower and Big Bear, freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, Original Mortgagor, Borrower and Big Bear are relying on no other representations either written or oral, express or implied, made

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to Original Mortgagor, Borrower or Big Bear, by any other party hereto, and that the consideration received by Original Mortgagor, Borrower and Big Bear hereunder has been actual and adequate.

15. **RELEASE.** As additional consideration of the Mortgagee consenting to the conveyance of the Premises from Original Mortgagor to Borrower, as herein set forth, Original Mortgagor, Borrower and Big Bear hereby release and forever discharge Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations on its behalf from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Original Mortgagor, Borrower or Big Bear may now have or claim to have against Mortgagee, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, as herein modified, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the date hereof. This agreement and covenant on the part of Original Mortgagor, Borrower and Big Bear is contractual, and not a mere recital, and the parties hereto acknowledge and agree that no liability whatsoever is admitted on the part of any party, except the indebtedness herein stated under the Loan Documents, as herein modified, and that all agreements and understandings between Original Mortgagor, Borrower, Big Bear and Mortgagee are expressed and embodied in the Loan Documents, as herein modified.
16. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Modification Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.
17. **DEFINITION OF TERMS.** All capitalized terms not expressly defined in this Agreement shall bear the same respective definitions herein as they bear in the Loan Documents, as herein modified.
18. **EXCULPATION.** This Agreement is executed by Original Mortgagor, not personally, but as Trustee aforesaid, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on Original Mortgagor, personally, to pay the Note or any interest that may accrue thereon, or any indebtedness accruing under the Mortgage, or to perform any covenant either express or implied contained in the Mortgage, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security in the Mortgage, and that so far as Original Mortgagor, and its successors, personally, are concerned, the Mortgagee and the holder or holders of the Note shall look solely to any one or more of (a) the Premises, by the enforcement of the lien created by the Mortgage, (b) an action to

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enforce the personal liability of any indemnitor, obligor, guarantor or co-maker, or (c) enforcement of any other security or collateral securing the Loan.

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

## ORIGINAL MORTGAGOR:

LASALLE BANK NATIONAL ASSOCIATION, not personally but solely as Successor Trustee, as aforesaid

By: *Harriet Denisewicz*  
Name: HARRIET DENISEWICZ  
Title: Trust Officer

## BORROWER:

SANDERS 2100, LLC, an Illinois limited company, formerly known as Sanders 2100 Limited Partnership, an Illinois limited partnership

By: Glenmorangie Limited Partnership, an Illinois limited partnership, sole member

By: Big Bear Properties, Inc., a Delaware corporation, General Partner

By: *William R. Lewellen, Jr.*  
Name: William R. Lewellen, Jr.  
Title: President

## BIG BEAR:

BIG BEAR PROPERTIES, INC., a Delaware corporation

By: *William R. Lewellen, Jr.*  
Name: William R. Lewellen, Jr.  
Title: President

## MORTGAGEE:

LASALLE BANK NATIONAL ASSOCIATION

By: *Nicole A. Grimaldi*  
Name: Nicole A. Grimaldi  
Title: COO

This instrument is subject to the provisions of the original deed of trust, and the trustee in the exercise of the power conferred upon it by the deed of trust, is authorized to execute this instrument in its such Trustee. It is the intent of the parties that all the warranties, covenants, conditions, terms, conditions, undertakings and agreements made on the part of the Trustee are hereby accepted and the Trustee is not personally or jointly or severally liable for any breach of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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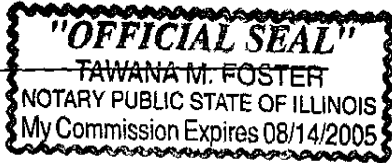
STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Harriet / <sup>Denise</sup>wicz, personally known to me to be the Trust Officer of LASALLE NATIONAL ASSOCIATION, a national banking association, as Trustee, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such Trust Officer, ~~he~~/she signed and delivered the said Instrument as his/her free and voluntary act and as the free and voluntary act and deed of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31<sup>st</sup> day of December, 2002.

Tawana M. Foster  
Notary Public

My Commission Expires:



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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, LINDA L. ROEMER, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that William R. Lewellen, Jr., the President of Big Bear Properties, Inc., a Delaware corporation, the General Partner of Glenmorangie Limited Partnership, an Illinois limited partnership and the sole member of Sanders 2100, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, on behalf of said partnership and on behalf of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27<sup>th</sup> day of DEC., 2002.

Linda L. Roemer  
\_\_\_\_\_  
Notary Public

My Commission Expires:

7-1-2004



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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, LINDA L. ROEMER, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that William R. Lewellen, Jr., the President of Big Bear Properties, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27<sup>th</sup> day of DEC., 2002.

Linda L. Roemer  
Notary Public

My Commission Expires:

7-1-2004



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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Monica L. Harder, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Nicole Brimaldi, personally known to me to be the CBO of LASALLE BANK NATIONAL ASSOCIATION, national banking association, personally known to me to be the same person whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such CBO he/she signed and delivered the said Instrument as his/her free and voluntary act and as the free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16 day of Jan., 2002.

Monica L. Harder  
Notary Public

My Commission Expires:

7/29/05



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION IN SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF SANDERS ROAD 591.84 FEET SOUTHERLY (MEASURED ALONG THE CENTER LINE OF SANDERS ROAD) OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 440.33 FEET TO THE SOUTHERLY CORNER OF LOT 6; THENCE SOUTH ON THE WEST LINE OF LOT 5, 317.23 FEET, MORE OR LESS, TO A POINT 361.40 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 5, 264.0 FEET TO A LINE BETWEEN LOTS 4 AND 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF THE SOUTH LINE OF LOT 4, 227.63 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER OF SAID ROAD 375.98 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SANDERS ROAD 591.84 FEET SOUTHERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF AFORESAID LOT NO. 4, THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 150.0 FEET TO A POINT; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 92.78 FEET; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 75.00 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE RIGHT FROM THE PRECEDING COURSE EXTENDED 139.26 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 50.00 FEET TO A POINT SAID POINT BEING IN THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID SANDERS ROAD 229.78 FEET TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

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#### PARCEL 2:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID



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LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF INTERSECTION WITH A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LIEN OF SAID LOT 5, THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE SOUTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

### PARCEL 3:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF BEGINNING SAID POINT BEING ON A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5; THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE NORTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 149.94 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 4 AND 5 AFORESAID; THENCE WESTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, 267.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Prepared by e-mail TX # 04-18-301-019-0000  
Piper Rudwick 04-18-301-020-0000  
203 N. La Salle St

Address  
2100 Sanders Rd  
Northbrook, Ill

Chgo, Ill 60601  
CHGO2:20064838.v2 ATT: D. ALLSWANS