3 812919702 10F6

**UNOFFICIAL COPY** 

Eugene "Gene" Moore Fee: \$60.50 Cook County Recorder of Deeds Date: 04/22/2003 01:37 PM Pg: 1 of 19

WHEN RECORDED RETURN TO:

Jason J. DeJonker, Esq. Adelman, Gettleman, Merens, Berish & Carter, Ltd. 53 W. Jackson Blvd., Suite 1050 Chicago, IL 60604

### MEMORANDUM OF ASSIGNMENT

STATE OF ILLINOIS

COUNTY OF COOK

NOTICE IS HEREBY GIVEN that AETNA BEARING COMPANY, a Delaware corporation (the "Assignor"), on Marce 25, 2003, made an assignment for the benefit of its creditors under Illinois common law (the "Assignment") to DAVID ABRAMS, not individually, but solely as assignee (the "Assignee") for the benefit of creditors of the Assignor. The Assignment was made pursuant to that certain Tust Agreement and Assignment for the Benefit of Creditors, dated March 25, 2003, as amended on April 21, 2003, executed by the Assignee and the Assignor ("Assignment Agreement"), a copy of which is attached hereto as Exhibit A and by express reference made a part hereof.

Pursuant to the Assignment and the Assignment Agreement, the Assignor granted, conveyed, assigned, transferred and set over to the Assignee all of its property and assets, including, *inter alia*, all of the right, title and interest of Assignor in and to that certain property commonly known as at 4600 W. Schubert Avenue, Chicago, Illinois, 60639-1390, which is legally described on Exhibit B, which is attached hereto and made part hereof (in a "Premises").

The Assignment Agreement, including all exhibits, contains the entire agreement between the Assignor and the Assignee and this memorandum does not alter, amend, modify or change the Assignment Agreement (including all exhibits) in any manner or any respect. This memorandum is executed by the parties solely for the purpose of recordation in the office of the County Clerk of Cook County, Illinois, in which the Premises is situated, and it is the intention of the parties that this memorandum shall be so recorded and shall give notice of and confirm the Assignment and all its terms to the same extent as if all the provisions of the Assignment Agreement (including all exhibits) had been fully set forth herein; the Assignment Agreement (including all exhibits) is hereby incorporated by reference in this memorandum. The parties

1

0311239075 Page: 2 of 18

### **UNOFFICIAL COPY**

hereby ratify and confirm the Assignment Agreement as if it were being executed by them and recorded.

EXECUTED in multiple counterparts each of which will have the force and effect of an original this 18 day of April 2003. DAVID ABRAMS, not individually, but as AETNA BEARING COMPANY, assignee for the benefit of creditors of Aetna a Delaware corporation Bearing Company By: By: Name: Name: His: Authorized Agent Its: STATE OF ILLINOIS COUNTY OF COOK I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MARK JOSSEL, known to me to be the same person whose name is subscribed to the above instrument, appeared before me in person and acknowledged signing and delivery the instrument as the free and voluntary act of such person, for the uses and purposes therein set for FICIAL SEAL" Louise K. Smith State of Illinois My Commission Expires Mar 15, 2004 My commission expires: Max STATE OF ) SS. COUNTY OF I, the undersigned, a Notary Public, in and for the County and State aforesaid, DC MEREBY CERTIFY, that \_\_\_\_\_ , personally known to me to be the \_, of AETNA BEARING COMPANY, a Delaware corporation, and known to me to be the same person whose name is subscribed to the above instrument, appeared before me in person and acknowledged signing and delivery the instrument as the free and voluntary act of such person, for the uses and purposes therein set forth. Dated: Notary Public My commission expires:

0311239075 Page: 3 of 18

### **UNOFFICIAL COPY**

hereby ratify and confirm the Assignment Agreement as if it were being executed by them and recorded.

EXECUTED in multiple counterparts each of which will have the force and effect of an original this  $\frac{1}{2}$  day of April 2003.

assignee for the benefit of creditors of Aetna Bearing Company  By:  Name:  Name:  Name:  Derick Manh  Its:  STATE OF	
Name: Device Warh  Its: Vice Perident  STATE OF	
Name: Device Warh  Its: Vice Perident  STATE OF	7
STATE OF	
STATE OF	
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that DAVID ABRAMS, known to me to be the same person whose name is subscribed to the above instrument, appeared before me in person and acknowledged signing and delivery the instrument as the free and voluntary act of such person, for the uses and purposes therein set forth.  Dated:	
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that DAVID ABRAMS, known to me to be the same person whose name is subscribed to the above instrument, appeared before me in person and acknowledged signing and delivery the instrument as the free and voluntary act of such person, for the uses and purposes therein set forth.  Dated:	
CERTIFY, that DAVID ABRAMS, known to me to be the same person whose name is subscribed to the above instrument, appeared before me in person and acknowledged signing and delivery the instrument as the free and voluntary act of such person, for the uses and purposes therein set forth.  Dated:	
Noth Public	
My commission expires:	
	===
STATE OF 1L )	
COUNTY OF COOK ) SS.	
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DC HEREBY CERTIFY, that Dente Marsh, personally known to me to be the, personally known to me to be the to me to be the same person whose name is subscribed to the above instrument, appeared before me in person and acknowledged signing and delivery the instrument as the free and voluntary act of such person, for the uses and purposes therein set forth.	wn
Dated: 4/18/03 While Deukle	
Notary Public	
My commission expires:	
OFFICIAL SEAL DEBRA BECKER Notary Public - State of Illinois My Commission Expires Oct 2, 2006	

0311239075 Page: 4 of 18

APR-15-2003 01:44PM

### TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS AETNA BEARING COMPANY

THIS TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS, is made and entered into this 25th day of March, 2003, by and between Aetna Bearing Company, a Delaware corporation ("Assignor") having its principal place of business at 4600 West Schubert Avenue, Chicago, Illinois 60639, and David Abrams of Chicago, Illinois ("Trustee-Assignee").

#### WITNESSETH:

WHEREAS, Assignor is indebted to various persons, corporations and other entities and is unable to pay its debt in full, and has decided to discontinue its business, and is desirous of transferring its property to an assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as is established and permitted by applicable law;

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the express undertakings of the Trustee-Assignee and the mutual covenants contained herein, it is hereby AGREED:

1. Creation and Object of Trust. The name of this 1 ust shall be the Aetna Bearing Company Trust and its object shall be the orderly liquidation of the assets and property of Assignor and the distribution of the proceeds therefrom to creditors of Assignor in accordance with applicable law. Assignor hereby nominates and appoints David Abrams of Abrams & Jossel Consulting, Inc. located at 39 S. LaSalle Street, Suite 1410, Chicago, Illinois as Trustee-Assignee to carry out the purpose of this Trust in accordance with its terms and conditions. The Trustee-Assignee shall have the powers and duties hereinafter set forth, and shall receive reasonable

## NOFFICIAL 312 COPY T-042

compensation for his services and reimbursement of his expenses, including, but not limited to, reimbursement of his attorney's fees and costs. The Trustee-Assignee may serve without bond. In the event of death, inability or refusal to act, or the resignation of David Abrams as Trustee-Assignee, then in any such event,

\[ \frac{\mathref{HRK}}{\mathref{G}} \frac{\mathref{G}}{\mathref{G}} \frac{\mathref{G}}{\mat

- 2. Transfer of Assets. Assignor does hereby grant, convey, assign, transfer, and set over to the Trustee-Assignee and his Successor Trustee-Assignee all property and assets of Assignor, whatsoever and wheresoever situated, which are now, or ever have been, used in connection with the operation of Assignor's business. The property and assets transferred shall include, without limitation, the right to receive incoming mail, all real and personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, parts, accessories, machinery, supplies, vehicles, works of art, documents, instruments, contracts, contract rights, leases, tax refunds, goodwill, general intengibles, patents, insurance premium and/or policy refunds, tradenances, trademarks, copyrights, franchises, service marks, and causes of action, if any such assets exist. Title to the property and assets of Assignor shall immediately vest in the Trustee-Assignee for the use and purpose hereinafter set forth.
- 3. Powers and Duties of Trustee-Assignee. The Trustee-Assignee shall have, inter alia, the following powers, rights, and duties:
- (a) To sell and dispose of the said assets in the mest practical manner and for the highest and best price reasonably obtainable, including, without limitation, the right to operate the business for a limited period of time.
  - (b) To collect any and all accounts receivable owing to Assignor.
- (c) To sell, or otherwise dispose of, if such exists, all real property of Assignor in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute any and all documents necessary to effectuate a sale of said real property and to convey title to same.

### FROM-AMBENTO-FFICIAL 312 COPY T-042 P.004/012 F-474

- (d) To sell, or otherwise dispose of, if such exists, all tangible and intangible personal property of Assignor including, but not limited to, all of its machinery, equipment, inventory, service marks, tradenames, trademarks, patents, franchises, causes of action and general intangibles, at private or public sale upon such notice and upon such terms as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to employ an auctioneer to conduct such sale and to advertise such sale in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute bills of sale and any other documents necessary to convey title to Assignor's personal property. The Trustee-Assignee shall have the power to enter into an agreement with any party to participate in a replication sale with the Trustee-Assignee hereunder for the benefit of creditors sharing in the profits from such sale.
- (e) To employ attorneys, accountants, and such additional personnel to whatever extent may be necessary to handle the administrative details of this Trust, including the hiring of additional special counsel by the Trustee-Assignee should he deem it necessary to prosecute or defend any legal or equitable action or to perform such other duties as may be required in the circumstances.
- (f) To require all creditors of Assignor to whom a balance is now owing to submit verified statements of their accounts.
- (g) To settle any and all claims agains, or in favor of Assignor, with full power to compromise, or in the discretion of the Trustee-Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any matter whatsoever existing against or in favor of Assignor.
- (h) To pay the creditors of Assignor out of the monics which shall come into his hands as Trustee-Assignee according to the following priorities.
- (1) First, all costs for the preservation of the Trust Assets, including the maintenance and insurance thereon, the expenses of operation, and such other administrative expenses as shall reasonably be incurred.
- (2) Second, all costs and expenses incidental to the administration of the trust, including the remuneration of the Trustee-Assignee and the payment of reasonable compensation for the services of attorneys for the

# FROM-AGIBAGINO FFICIAL 312 P.005/012 F-474

Trustee-Assignee. These costs and expenses shall include those incidental to the preparation and execution of this Trust Agreement. The Trustee-Assignee shall also have the right to pay an accountant reasonable compensation for services performed in connection with the administration of this Trust and the attorneys for Assignor for such services as shall be rendered in aid of the administration of the Trust and its property.

- (3) Third, all debts secured by assets of Assignor entitled by law to a priority.
- (4) Fourth, all federal taxes and obligations of any nature whatsoever owing as of the date of this Trust Agreement, including, but not limited to, federal withholding tax, federal unemployment tax, and other federal income, excise, property, an i employment taxes, as well as any amounts due and owing in respect of any federally qualified pension plans.
- (5) Fifth, all state, county and local taxes of any nature whatsoever owing as of the date of this Trust Agreement, including, but not limited to, state and county and local employment, property, sales, use and income taxes.
- (6) Sixth, all payrolls, wages and other obligations to employees entitled to priority under applicable law owing as of the date of this Trust Agreement.
  - (7) Seventh, all other non-priority claims.
  - (8) The surplus, if any, of the Trust's funds, when all debts of the Trust shall have been pair in full, shall be paid and transferred to Assignor.

All distributions to creditors shall be, within each class, prorata in accordance with the terms of each creditors indebtedness, until all such debts are paid in full. The Trustee-Assignce shall make interim distributions whenever the Trustee-Assignce accumulates sufficient funds to enable him to make reasonable distributions.

(i) To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including, but not limited to, abandonment of the assets and property of Assignor and the distribution of the proceeds derived therefrom to the creditors of Assignor.

1

- 4. Rights\_of\_Creditors. All rights and remedies of the creditors against any surety or sureties for Assignor are hereby expressly reserved and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claim against Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or their security which they now hold on any property, creditors or effects of Assignor.
- 5. Administration of Trust. This Trust shall be administered out of court. The Trustee-Assignee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee-Assignee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising hereunder.
- 6. Liability of Truston-Assignce. It is understood and agreed that the Trustee-Assignee is to assume no personal liability or responsibility for any of his acts as Trustee-Assignee herein, but his obligation shall be limited to the performance of the terms and conditions of the Trust Agreement, in good faith and in the exercise of his best judgment.
- 7. Warranties and other Agreements of Assignor. Assignor hereby warrants and agrees as follows:
- (a) The list of creditors delivered concurrently herewith to the Trustee-Assignee is complete and correct as reflected by the rooks and records of Assignor as to names of said creditors, their addresses and the amount due them.
- (b) Assignor shall perform any and all acts reasonably necessary and proper to assist the Trustee-Assignee in the orderly liquidation of Assignor's assets and the collection of monies owing the Assignor, and in the distribution of said monies and the proceeds of asset sales to Assignor's creditors, if requested to do so by the Trustee-Assignee.
- 8. Acceptance by Trustee-Assignee. The Trustee-Assignee does hereby accept the Trust herein created and agrees to faithfully perform the duties required under the same according to the best of the Trustee-Assignee's skill, knowledge, and ability. It is understood that the Trustee-Assignee shall receive reasonable

0311239075 Page: 9 of 18

APR-15-2003 01:44PM

compensation for his services rendered in connection with this Trust.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**AETNA BEARING COMPANY** 

Property of Cook County Clark's Office

ļ

0311239075 Page: 10 of 18

APR-15-2003 01:45PM

) SS COUNTY OF 7

I, Rita Downing a Notary Public in and for the County and State aforesaid, do hereby certify that Derick Marsh, Vice President of Aetna Bearing Company, a app.
e forego.
act of said
kholders and B.
in set forth.

der my hand and Notarial

Notary Public

Manning

Notary Public

Notary Public Delaware corporation, appeared before me this day in person and acknowledged to me that he signed the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation, pursuant to directions and resolutions passed by the Stockholders and Board of Directors of said corporation, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this 25th day of March, 2003.

0311239075 Page: 11 of 18

### **UNOFFICIAL COPY**

### AMENDMENT TO TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF AETNA BEARING COMPANY

This A mendment (the "Amendment") to Trust Agreement and Assignment for the Benefit of Creditors of Aetna Bearing Company (the "Assignment") is made and entered into as of the 21st day of April, 2003, by and between Aetna Bearing Company, a Delaware corporation ("Assignor") and David Abrams, not individually but solely in his capacity as assignee pursuant to the Assignment ("Assignee"), as follows:

WHEREAS, Assign or and Assignee previously entered into the Assignment on or about March 25, 2003 (the "ABC");

WHEREAS, Assignor and Accience desire to modify the ABC in the manner hereinafter provided to effectuate the conveyance of real and personal property as contemplated by the ABC.

NOW, THEREFORE, Assignor and Assignee agrees as follows:

1. <u>Amendment to Assignment</u> – Paragraph 1 of the Assignment is hereby modified by adding the following sentence at the end of that section:

Mark J. Jossel of Abrams & Jossel Consulting, Ir.c is duly authorized, on behalf of David Abrams as Trustee—Assignee, to execute and deliver such documents and to take such action as maybe necessary to effect the conveyance of the assets and properties of Assignor, including without limitation, the conveyance of certain real property and all improvements thereon common y known as 4600 West Schubert Avenue, Chicago, Illinois 60639-1890 and legally described on Exhibit A attached hereto, by and through, inter alia, the execution and delivery of a Quit Claim Deed and a Memorandum of Assignment.

[Remainder of this page intentionally left blank]

0311239075 Page: 12 of 18

### **UNOFFICIAL COPY**

- 2. <u>Assignment Remains in Full Force and Effect</u> In all other respects the Assignment remains in full force and effect and Assignor and Assignee hereby ratify and confirm the validity and enforceability thereof.
- 3. <u>Governing Law</u> This Amendment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois.
- 4. <u>Counterparts</u> This Amendment may be executed in one or more counterparts all of which taken together constitute one and the same instrument. A signed counterpart is as binding as an original.
- 5. <u>Binding Effect</u> This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
- 6. Heraings The headings contained in this Amendment are for convenience of reference only and shall not affect the meaning or interpretation of this Assignment.
- 7. <u>Construction of Terms</u> This Amendment has been drafted jointly by the parties in full consultation with their espective attorneys, and no ambiguity in this Amendment shall be interpreted or construed against any of the parties as the drafter hereof.

AETNA BEARING COMPANY

By:

Its:

David Abrams, as Trustee - Assignee

0311239075 Page: 13 of 18 p.3 14806077611 Apr 21 03 08:59a 12 435 1058 APR-21-2003 DB:58AM

- Assignment Remains in Full Force and Effect In all other respects the Assignment remains in full force and effect and Assignor and Assignee hereby ratify and confirm the validity and enforceability thereof.
- Governing Law This Amendment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois.
- Counterparts This Amendment may be executed in one or more counterparts all of which taken together constitute one and the same instrument. A signed counterpart is as binding as an original.
- Sinding Effect This Amendment shall be binding upon and inure to the benefit of the parties hereu, their successors and assigns.
- Headings. The headings contained in this Amendment are for convenience of 6. reference only and shall not affect the meaning or interpretation of this Assignment.
- Construction or Terms This Amendment has been drafted jointly by the parties in full consultation with their respective attorneys, and no ambiguity in this Amendment shall be interpreted or construed against any on he parties as the drafter hereof.

AETNA BEARING COMPANY

By: Its:

David Abrams, as Trustee - Assignee

SOM CO

0311239075 Page: 14 of 18

### **UNOFFICIAL COPY**

Exhibit A

#### PARCEL 1:

LOTS 9 TO 23, INCLUSIVE AND THE EAST 19 FEET IN WIDTH OF LOT 24 IN THOGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 AND 26 TO 33 ALL INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN SAMUEL S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THURD PRINCIPAL MERIDIAN;

ALS0

THAT PART OF THE EAST AND WEST 16 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 16, BOTH INCLUSIVE AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 17 TO 24, BOTH INCLUSIVE AND LYING EAST OF A LINE 16 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 24 PRODUCED NORTH 16 FEET IN THOGERSEN AND EXICKSEN'S SUBDIVISION AFORESAID;

ALS0

THE WEST 30 FEET IN WIDTH OF THAT PART OF NORTH KENTON AVENUE IN THE CITY OF CHICAGO NOW VACATED LYING EAST OF AND ADJOINING THE EAST LINE OF BLOCK 6 AFORESAID LYING NORTH OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK PRODUCED EAST 30 FEET AND LYING SOUTH OF THE NORTH LINE OF LOT 16 IN SAID BLOCK PRODUCED EAST 30 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION AFORESAID;

ALS0

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK & ABOVE REFERRED TO RUNNING THENCE NORTH 18 FEET; THENCE EAST 30 FEET THEREOF SCUTH 18 FEET THENCE WEST 30 FEET TO THE POINT OF BEGINNING AND ALSO BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 6 ABOVE REFERRED TO RUNNING THENCE EAST 30 FEET THENCE SOUTH 33 FEET THENCE IN A STRAIGHT LINE TO POINT OF BEGINNING.

#### PARCEL 2:

ALL THAT PART OF WEST PARKER AVENUE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 TO 13, BOTH INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST 15 FEET IN BLOCK 3 OF S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 9 TO 16, BOTH INCLUSIVE LYING EAST OF AND ADJOINING THE WEST LINE OF SAID LOT 9 PRODUCED NORTH 100 FEET AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID LOT 16 PRODUCED NORTH 100 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 INCLUSIVE AND LOTS 26 TO 33 INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO SAID PART OF WEST PARKER AVENUE BEING FURTHER DESCRIBED AS THE EAST 240 FEET MORE OR LESS OF THAT PART OF WEST PARKER AVENUE LYING WEST OF VACATED NORTH KENTON AVENUE, IN COOK COUNTY, ILLINOIS.

0311239075 Page: 15 of 18

### **UNOFFICIAL COPY**

#### PARCEL 3:

LOTS 6, 7, 8, 9, 10 AND THAT PART OF THE STRIP OF LAND BETWEEN LOTS 6 TO 10 BOTH INCLUSIVE AND LOT 11 WHICH WAS SHOWN ON THE PLAT OF S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS A PRIVATE ALLEY BUT WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL OF THE ABUTTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT NO. 12919799, (EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6, THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET, AN ARC DISTANCE OF 184.55 FEET THEREOF TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10); ALSO, LOTS 11, 12, 13, 14, 15 AND THE EAST 25 FEET OF LOT 16 ALL IN BLOCK 3 IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCLL 1 AS CREATED BY GRANT DATED JANUARY 4, 1949 AND RECORDED MARCH 23, 1949 AS DOCUMENT 14518493 FOR PURPOSE OF A RIGHT OF WAY FOR CONSTRUCTING, OPERATING AND MAINIAINING A SWITCH TRACK OVER A STRIP OF LAND BEING A PART OF VACATED NORTH KENTON AVENUE AS LAID OUT IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTH KENTON AVENUE BEING ALSO THE WEST LINE OF RICHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY WHICH IS 18 FEET SOUTH OF THE SOUTH OF WEST DIVERSEY AVENUE PRODUCED EAST RUNNING THENCE PARALLEL TO THE SAID SOUTH LINE OF WEST DIVERSEY AVENUE, 12 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF AFORESAID RIGHT OF WAY, 182.39 FEET MORE OR LESS TO A POINT 85 FEET MEASURED PARALLEL TO SAID RIGHT OF WAY, NORTH OF THE NORTH LINE OF WEST PARKER AVENUE PRODUCED EAST; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT ON SAID NORTH LINE OF WEST PARKER AVENUE WHICH IS 13 FEET WEST OF THE WEST LINE OF THE AFORESAID RIGHT OF WAY; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID RIGHT OF WAY 82 FEET TO A POINT 18 FEET NORTH OF THE SOUTH LINE OF WEST PARKER AVENUE PRODUCED EAST; THENCE EAST PARALLEL TO SAID SOUTH LINE OF WEST PARKER AVENUE 19 FEET TO THE WEST LINE OF AFORESAID RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE 349.39 FEET MORE OR LESS TO THE POINT OF BEGINNING

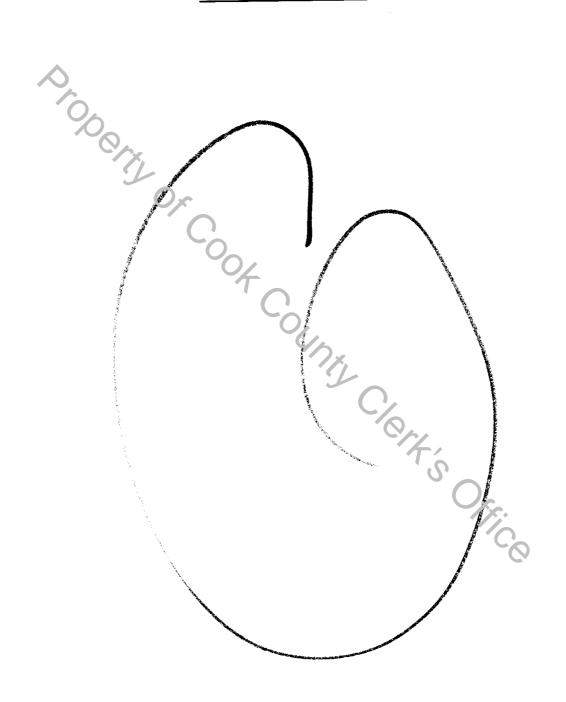
AND ALSO OVER A PARCEL OF LAND DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID VACATED NORTH KENTON AVENUE AFORESAID, BEING ALSO THE WEST LINE OF THE RIGHT OF WAY OF CHICAGO & NORTHWESTERN RAILWAY WHICH IS 18 FEET SOUTH OF THE SOUTH LINE OF WEST DIVERSEY AVENUE PRODUCED EAST; RUNNING THENCE NORTH ALONG SAID EAST LINE OF SAID NORTH KENTON AVENUE 18 FEET TO THE SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST, THENCE WEST ALONG THE SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST, A DISTANCE OF 12 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTH KENTON AVENUE 18 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST A DISTANCE OF 12 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

0311239075 Page: 16 of 18

## **UNOFFICIAL COPY**

### EXHIBIT B LEGAL DESCRIPTION



0311239075 Page: 17 of 18

### **UNOFFICIAL COPY**

EXHIBIT B

#### PARCEL 1:

LOTS 9 TO 23, INCLUSIVE AND THE EAST 19 FEET IN WIDTH OF LOT 24 IN THOGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 AND 26 TO 33 ALL INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN SAMUEL S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

#### ALS<sub>0</sub>

THAT PART OF THE EAST AND WEST 16 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 16, BOTH INCLUSIVE AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 17 TO 24, BOTH INCLUSIVE AND LYING EAST OF A LINE 16 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 24 PRODUCED NORTH 16 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION AFORESAID;

#### ALS<sub>0</sub>

THE WEST 30 FEET IN WIDTH OF THAT PART OF NORTH KENTON AVENUE IN THE CITY OF CHICAGO NOW VACATED LYING EAST OF AND ADJOINING THE EAST LINE OF BLOCK 6 AFORESAID LYING NORTH OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK PRODUCED EAST 30 FEET AND LYING SOUTH OF THE NORTH LINE OF LOT 16 IN SAID BLOCK PRODUCED EAST 30 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION AFORESAID;

#### ALS0

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 3 ABOVE REFERRED TO RUNNING THENCE NORTH 18 FEET; THENCE EAST 30 FEET THEREOF SCOTH 18 FEET THENCE WEST 30 FEET TO THE POINT OF BEGINNING AND ALSO BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 6 ABOVE REFERRED TO RUNNING THENCE EAST 30 FEET THENCE SOUTH 33 FEET THENCE IN A STRAIGHT LINE TO POINT OF BEGINNING.

#### PARCEL 2:

ALL THAT PART OF WEST PARKER AVENUE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 TO 13, BOTH INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST 15 FEET IN BLOCK 3 OF S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 9 TO 16, BOTH INCLUSIVE LYING EAST OF AND ADJOINING THE WEST LINE OF SAID LOT 9 PRODUCED NORTH 100 FEET AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID LOT 16 PRODUCED NORTH 100 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 INCLUSIVE AND LOTS 26 TO 33 INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO SAID PART OF WEST PARKER AVENUE BEING FURTHER DESCRIBED AS THE EAST 240 FEET MORE OR LESS OF THAT PART OF WEST PARKER AVENUE LYING WEST OF VACATED NORTH KENTON AVENUE, IN COOK COUNTY, ILLINOIS.

PTN: 13-27-305-010, 13-27-301-008 4009 4600 W. Schubert Ave., Chicago, 12 0311239075 Page: 18 of 18

### **UNOFFICIAL COPY**

#### PARCEL 3:

LOTS 6, 7, 8, 9, 10 AND THAT PART OF THE STRIP OF LAND BETWEEN LOTS 6 TO 10 BOTH INCLUSIVE AND LOT 11 WHICH WAS SHOWN ON THE PLAT OF S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS A PRIVATE ALLEY BUT WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL OF THE ABUTTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT NO. 12919799, (EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6, THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET, AN ARC DISTANCE OF 184.55 FEET THEREOF TO A POINT 2.13 FLET WEST OF THE SOUTHEAST CORNER OF LOT 10); ALSO, LOTS 11, 12, 13, 14, 15 AND THE EAST 25 FEET OF LOT 16 ALL IN BLOCK 3 IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT DATED JANUARY 4, 1949 AND RECORDED MARCH 23, 1949 AS DOCUMENT 14518493 FOR PURPOSE OF A RIGHT OF WAY FOR CONSTRUCTING, OPERATING AND MAINT/INING A SWITCH TRACK OVER A STRIP OF LAND BEING A PART OF VACATED NORTH KENTON AVENUE F5 LAID OUT IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTH KENTON AVENUE BEING ALSO THE WEST LINE OF PICHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY WHICH IS 18 FEET SOUTH OF THE SOUTH OF WEST DIVERSEY AVENUE PRODUCED EAST RUNNING THENCE PARALLEL TO THE SAID SOUTH LINE OF WEST DIVERSEY AVENUE, 12 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF AFORESAID RIGHT OF WAY, 182.39 FEET MORE OR LESS TO A POINT 85 FEET MEASURED PARALLEL TO SAID RIGHT OF WAY, NORTH OF THE NORTH LINE OF WEST PARKER AVENUE PRODUCED EAST; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT ON SAID NORTH LINE OF WEST PARKER AVENUE WHICH 15 19 FEET WEST OF THE WEST LINE OF THE AFORESAID RIGHT OF WAY; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID RIGHT OF WAY 82 FEET TO A POINT 18 FEET NORTH OF THE SOUTH LINE OF WEST PARKER AVENUE PRODUCED EAST; THENCE EAST PARALLEL TO SAID SOUTH LINE OF WEST PARKER AVENUE 19 FEET TO THE WEST LINE OF AFORESAID RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE 349.39 FEET MORE OR LESS TO THE POINT OF BEGINNING

AND ALSO OVER A PARCEL OF LAND DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID VACATED NORTH KENTON AVENUE AFORESAID, BEING ALSO THE WEST LINE OF THE RIGHT OF WAY OF CHICAGO & NORTHWESTERN RAILWAY WHICH IS 18 FEET SOUTH OF THE SOUTH LINE OF WEST DIVERSEY AVENUE PRODUCED EAST; RUNNING THENCE NORTH ALONG SAID EAST LINE OF SAID NORTH KENTON AVENUE 18 FEET TO THE SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST, THENCE WEST ALONG THE SOUTH ALONG A SAID WEST DIVERSEY AVENUE PRODUCED EAST, A DISTANCE OF 12 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTH KENTON AVENUE 18 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST A DISTANCE OF 12 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.