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Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 11/04/2003 01:28 PM Pg: 1 of 9

8/16 8835 (3)

This Instrument Was Prepared By
(and after recording mail to)
Brian C. Shea
Foran, Nasharr & O'Toole LLC
55 West Wacker Drive
Suite 925
Chicago, Illinois 60601

Above Space for Recorder's Use Only

ASSIGNMENT OF RENTS AND OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT OF RENTS, made as of November 3, 2003 by Poplar Creek Office Plaza L.L.C., an Illinois limited liability company, whose address is 1721 Moon Lake Blvd., Suite 101, Hoffman Estates, Illinois, 60194-1070 ("Assignor") for the benefit of Cole Taylor Bank, having an office at 5501 West 79th Street, Burbank, Illinois 60459 (hereinafter referred to as "Assignee");

WITNESSETH:

WHEREAS, Assignor has executed (i) a mortgage note (hereinafter referred to as "Note A") of even date herewith, payable to the order of Assignee in the principal amount of Four Million Four Hundred Seventy Seven Thousand Two Hundred Seventy Seven and 22/100 Dollars (\$4,477,277.22), and (ii) a mortgage note (hereinafter referred to as "Note B") of even date herewith, payable to the order of Assignee in the principal amount of One Million Twenty Two Thousand Seven Hundred Twenty Two and 78/100 Dollars (\$1,022,722.78) (Note A and Note B are hereinafter individually and collectively referred to as "Note"); and

WHEREAS, to secure the payment of the Note, Assignor has executed a mortgage and security agreement (hereinafter referred to as "Mortgage") of even date herewith conveying to Assignee the real estate legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Premises"); and

WHEREAS, Assignor desires to further secure the payment of principal and interest due under the Note, the payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment or the Note or the Mortgage, and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in the Note or in the Mortgage (hereinafter collectively referred to as "Assignor's Obligations");

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, and to secure the payment and performance of Assignor's Obligations, Assignor does hereby assign, warrant, convey, transfer, pledge and grant a security interest in, set over and confirm unto Assignee (i) all the rents, royalties, avails, issues, security deposits and profits now due and which may hereafter become due under or by virtue of any lease, sublease, license, concession or franchise, whether written or verbal, or any letting of, or of any agreement for the use, sale, or occupancy of the Premises or any part thereof, as well as any guaranty thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases, subleases, licenses, concessions, franchises and agreements (hereinafter collectively referred to as "Leases") and security deposits, and all the avails thereof, to Assignee, (ii) guaranties of performance under the items described in clause (i) preceding, all on the following terms and conditions:

1. Assignor does hereby appoint irrevocably Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises), with full power of substitution (which power is coupled with an interest and is irrevocable), to rent, lease, or let all or any portion of said Premises to any party or parties at such price and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues, deposits, and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the Leases, written or verbal, or other tenancy existing or which may hereafter exist on said Premises, with the same rights and powers and subject to the same immunities,

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exoneration of liability, and rights of recourse and indemnity as the Assignee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth. The foregoing rights shall be exercised only after a default by Assignor of any of Assignor's Obligations that is not cured within any applicable cure period.

2. Assignor covenants that Assignor is the sole owner of the entire Lessor's interest in said Leases; that said Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever; that the lessees respectively named therein are not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said Leases has been assigned; and that no rent for any period subsequent to the date of this Assignment has been collected more than thirty (30) days in advance of the time when the same became due under the terms of said Leases.

3. Assignor, without cost, liability or expense to Assignee, shall (i) at all times promptly and faithfully abide by, discharge, and perform all of the covenants, conditions and agreements contained in all Leases of all or any part of the Premises, on the part of the landlord thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of the lessees thereunder, (iv) transfer and assign (for collateral purposes) to Assignee upon request of Assignee, any Lease or Leases of all or any part of the Premises here, before or hereafter entered into, and make, execute and deliver to Assignee upon demand, any and all instruments required to effectuate said assignment, (v) furnish Assignee, within ten (10) days after a request by Assignee so to do, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied, the rentals payable and security deposits, if any, paid thereunder, (vi) exercise within ten (10) days of any demand therefor by Assignee any right to request from the lessee under any of the Leases of all or any part of the Premises a certificate with respect to the status thereof, and (vii) not, without Assignee's prior written consent, except as otherwise expressly provided in the Mortgage, (a) execute an assignment or pledge of any rents of the Premises or of any of the Leases of all or any part of the Premises, except as security for the indebtedness secured hereby, (b) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment, (c) agree to any amendment to or change in the terms of any of the Leases, which substantially reduces the rent payable thereunder or increases any risk or liability of the lessor thereunder, except that Assignor may permit or consent to any assignment or subletting of all or a portion of the Premises as permitted by a Lease approved by Assignee.

4. This Assignment is a present and absolute assignment with respect to the Leases and the rents, issues, security deposits, profits and all the avails thereof. Notwithstanding the foregoing, so long as there shall exist no default beyond any applicable cure period specified in the Note, or Mortgage, as the case may be, by Assignor in the payment or in the performance of any of Assignor's Obligations, Assignor shall have the right to collect at the time of, but not more than thirty (30) days prior to, the date provided for the payment thereof, all rents, security deposits, income and profits arising under the Leases and to retain, use and enjoy the same; provided, however, all such rents, security deposits, income and profits arising under the Leases shall be promptly deposited into a building account at Assignee following receipt thereof by Assignor, and said account shall be maintained as the operating account in connection with the Premises.

5. Upon or at any time after default beyond the applicable cure period, if any, specified in the Note, or Mortgage, as the case may be, in the payment or in the performance of any of Assignor's Obligations, and without regard to the adequacy of any other security therefor or whether or not the entire principal sum secured hereby is declared to be immediately due, forthwith, upon demand of Assignee, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agent or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of Assignor or the then manager of the Premises relating thereto, and may exclude Assignor and its respective agents, or servants, wholly therefrom and may, with or without taking possession of the Premises, as attorney in fact or agent of Assignor constituted and appointed by Assignor with full power of substitution (which power is coupled with an interest and is irrevocable), or in its own name as Assignee and under the powers herein granted, or both: (i) hold, store, use, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, (ii) cancel or terminate any of the Leases for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other Leases made subsequent to the Mortgage or subordinated to the lien thereof, (iv) extend or modify any of the then existing Leases and make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that

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any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) perform all necessary or proper maintenance and make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises and purchase or otherwise acquire additional fixtures, personalty and other property as to Assignee may seem judicious, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possession, operation, and management thereof, (vii) demand, collect, receive, settle, adjust, compromise, and enforce, by legal proceedings or otherwise, payment of all avails, rents, royalties, issues and profits, endorse the name of Assignor upon any payments or proceeds of the avails, rents, royalties, issues and profits and deposit the same for the account of Assignee and do all other acts and things necessary, in Assignee's sole discretion, to obtain control and use of the avails, rents, issues and profits, (viii) require Assignor to deliver to Assignee the originals of the Leases, with appropriate endorsement and/or other specific evidence of assignment thereto to Assignee, which endorsement and/or assignment shall be in form and substance acceptable to Assignee, (ix) notify any of the obligors under the Leases that the Leases have been assigned to Assignee and direct such obligors thereafter to make all payments due from them under the Leases directly to Assignee, and (x) require Assignor to direct all obligors of the Leases to make all payments due them under the Leases directly to Assignee.

6. Upon application to a court of competent jurisdiction, Assignee may appoint a receiver to take possession of and to operate the Premises and to collect and apply all avails, rents, royalties, issues and profits of the Premises, without notice and without regard to the occupancy or value of any security for Assignor's obligations or the solvency of Assignor. The receiver shall have all rights and powers necessary or usual for the protection, possession, control, management and operation of the Premises during the period of receivership, to the fullest extent permitted by law.

7. Any avails, rents, royalties, issues and profits of the Premises received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the Premises, including compensation to Assignee or its agent or agents, if management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Assignment, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the Premises, and of placing said property in such condition as will, in the judgment of Assignee, make the Premises readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, (v) to the payment of the compensation, expenses and disbursements of the attorneys and agents of Assignee and any receivers appointed in connection with the Premises, or (vi) with respect to any surplus or remaining funds, to the Assignor, its successors, or assigns, as their rights may appear.

8. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises after default or from any other act or omission of Assignee in managing the Premises after default unless such loss is caused by the willful misconduct and bad faith of Assignee, nor shall Assignee be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty, or liability under said Leases or under or by reason of this Assignment and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any of the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the Leases. Should Assignee incur any such liability under the Leases, or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and be immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other parties or for any dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair, or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger, nor shall Assignee be liable in any manner for the Premises or the use, occupancy, enjoyment or operation of all or any part thereof. Nothing herein contained shall be construed as constituting the Assignee a "mortgagee in possession" whether or not Assignee, in person or by agent, takes actual possession of the Premises. Notwithstanding anything to the contrary herein, under no circumstances shall Assignee have any duty to produce any avails, rents, issues, profits or proceeds from the Premises.

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9. Upon payment in full of the principal sum, interest and indebtedness secured hereby, this Assignment shall become and be void and of no further effect but the affidavit, certificate, letter or written statement of any officer, agent, or attorney of Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon.

10. Assignor hereby authorizes and directs the lessee named in each of the Leases, and any other or future lessee or occupant of the Premises, upon receipt from Assignee of written notice with a copy to Assignor at the address set forth in the Mortgage to the effect that Assignee is then the holder of the Note and Mortgage and that a default exists thereunder or under this Assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under said Lease and to continue to do so until otherwise notified by Assignee.

11. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness; may release any party primarily or secondarily liable therefor; and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

12. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage and any applicable laws, and this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note, the Mortgage and any applicable laws. All rights and remedies of Assignee under this Assignment, the Note, the Mortgage and any applicable laws are cumulative and concurrent and may be exercised singularly, successively or concurrently and Assignee shall have all rights, remedies and recourse available at law or equity. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

13. This Assignment and the covenants therein contained shall inure to the benefit of Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Premises.

14. All the covenants contained in this Assignment shall run with the land. Time is of the essence for the performance by Assignor of its obligations under this Assignment.

15. The place of contract and payment being located in Illinois, this Assignment and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of the State of Illinois. Assignee shall act reasonably in the exercise of any right of approval or consents and of any remedies provided hereunder to Assignee. Assignor irrevocably (a) agrees that Assignee may bring suit, action or other legal proceedings arising out of this Assignment, the Note, the Mortgage or any Other Loan Documents (as defined in the Mortgage), or the transactions contemplated hereby or thereby, in the courts of the State of Illinois in Cook County, Illinois or the courts of the United States for the Northern District of Illinois, Eastern Division; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which Assignor may have to the laying of the venue of any such suit, action or proceeding in any of such courts; (d) waives personal service of the summons and complaint, or other process or papers issued therein, and agrees that service of such summons and complaint or other process or papers may be made by registered or certified mail or by nationally recognized overnight courier service addressed to Assignor at the address to which notices are to be sent pursuant to Section 19 below; and (e) waives any right it may have to a jury trial in connection with any suit, action or proceeding arising out of this Assignment, the Note, the Mortgage or any Other Loan Document or the transaction contemplated hereby or thereby. To the extent provided by law, should Assignor, after being so served, fail to appear or answer to any summons, complaint, process or papers so served within the number of days prescribed by law after the mailing thereof, Assignor shall be deemed in default and an order and/or judgment may be entered by Assignee against Assignor as demanded or prayed for in such summons, complaint, process or papers. The exclusive choice of forum for Assignor set forth in this Section 15 shall not be deemed to preclude the enforcement, by Assignee, of any judgment obtained in any other forum or the taking by Assignee of any action to enforce the same in any other appropriate jurisdiction and Assignor hereby waives the right to collaterally attack any such judgment or action.

16. If the security interest, lien or estate created by this Assignment is invalid or unenforceable as to any part of the premises, or as to any part of the indebtedness secured hereby, the unsecured or partially secured portion thereof shall be completely paid prior to the payment of the remaining and secured or partially secured portion thereof, and all payments made thereon, whether voluntary or pursuant to foreclosure sale or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion thereof which is not secured or fully secured by this Assignment.

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17. If any term or provision of this Assignment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

18. Assignor will save and hold Assignee harmless of and from any and all damage, loss, cost and expense, including, but not limited to, attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding threatened, filed and/or pending brought by anyone other than Assignee, in or to which Assignee is or may become a party by reason of or arising from Assignor's obligations, this Assignment, the Note, the Mortgage or the Other Loan Documents.

19. Any notice that Assignor or Assignee may desire or be required to give to the other party hereunder shall be in writing, and shall be deemed given upon the earlier of the actual receipt thereof by the intended recipient or on the fourth (4th) business day after mailing the same to the intended recipient at the address therefor first above written with postage prepaid via certified first class mail, return receipt requested, or on the first (1st) business day after delivery by sender to a nationally recognized overnight courier service. By notice complying with the foregoing provisions of this paragraph, either party may from time to time change its address for notice purposes, except that any such notice shall not be deemed delivered until actually received by the intended recipient thereof. All notices to Assignee shall be addressed as described above, to the attention of Gerald Eberhardt. A copy of all notices to Assignee shall be given in accordance with the preceding and addressed to Foran, Nasharr & O'Toole LLC, 55 West Wacker Drive, Suite 925, Chicago, Illinois 60601, attention: Brian C. Shea, Esq. A copy of all notices to Assignor shall be given in accordance with the preceding and addressed to Cohen, Salk & Huvard, P.C., 630 Dundee Road, Suite 120, Northbrook, Illinois 60062, Attention: Bruce A. Salk, Esq. However, notices to said attorneys are included herein as a courtesy only, and are not required for any notice to Assignor or Assignee to be deemed effective.

IN WITNESS WHEREOF, the Assignor has have caused this Assignment of Rents and of Lessor's Interest in Leases to be executed in its name and behalf by its duly authorized officers, at the day and year first above written.

ASSIGNOR:

POPLAR CREEK OFFICE PLAZA L.L.C.,
an Illinois limited liability company

By: 

Name: Robert L. Kozonis

Title: Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Diana Antonio, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Kozonis, Manager of Poplar Creek Office Plaza L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Manager of said limited liability company as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of November, 2003.

Diana Antonio
Notary Public

My commission expires:



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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL A:

LOT 1 IN POPLAR CREEK OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1993 AS DOCUMENT 93747914, IN COOK COUNTY, ILLINOIS.

PARCEL B:

EASEMENT FOR THE BENEFIT OF PARCEL 'A' AFORESAID, AS RESERVED IN THE DEED FROM SUPERIOR BANK FSB, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 23, 1983 AND KNOWN AS TRUST NUMBER 209 TO STATE BANK OF COUNTRYSIDE, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 10, 1993 AND KNOWN AS TRUST NUMBER 93-1272 DATED APRIL 1, 1993 AND RECORDED APRIL 23, 1993 AS DOCUMENT 93303071, FOR INGRESS AND EGRESS, INCLUDING MAINTENANCE REPAIRS AND REPLACEMENT OF SEWERS AND SEWER LINES; DRAINAGE DETENTION AND RETENTION OVER, UNDER, UPON AND ACROSS THE FOLLOWING DESCRIBED PARCELS:

PARCEL 1

THAT PART OF THE EAST 1/2 OF SECT 07, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OLD HIGGINS ROAD, VACATED BY DOCUMENT NUMBER 22858491, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF RELOCATED HIGGINS ROAD (240 FEET WIDE) WITH THE EASTERLY LINE OF MOON LAKE BOULEVARD, AS DEDICATED ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1973 AS DOCUMENT 22184530; THENCE SOUTH 19 DEGREES 20 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY AND NORTHERLY LINE OF SAID MOON LAKE BOULEVARD, A DISTANCE OF 364.18 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHEASTERLY, HAVING A RADIUS OF 30 FEET, NOT TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 15.71 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 70 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 55.73 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES SOUTHWESTERLY, HAVING A RADIUS OF 31 FEET, AN ARC DISTANCE OF 24.44 FEET, TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHEASTERLY, HAVING A RADIUS OF 30 FEET, AN ARC DISTANCE OF 23.65 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 70 DEGREES 40 MINUTES 00 SECONDS, EAST, A DISTANCE OF 158.45 FEET; THENCE EASTERLY ALONG THE ARC OF A CIRCLE WHOSE CENTER LIES SOUTHERLY HAVING A RADIUS OF 513 FEET, AN ARC DISTANCE OF 45.72 FEET; THENCE SOUTH 70 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 260.18 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHWESTERLY, HAVING A RADIUS OF 73 FEET, AN ARC DISTANCE OF 13.07 FEET; THENCE SOUTH 3 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 14.56 FEET; THENCE SOUTH 19 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 195 FEET, TO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES EASTERLY, HAVING A RADIUS OF 30 FEET, AN ARC DISTANCE OF 47.12 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 70 DEGREES 40 MINUTES 00 SECONDS, EAST, A DISTANCE OF 138.15 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES SOUTHWESTERLY, HAVING A RADIUS OF 76.17 FEET, AN ARC DISTANCE OF 59.82 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 25 DEGREES 40 MINUTES 00 SECONDS, EAST, A DISTANCE OF 81 FEET, TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES WESTERLY, HAVING A RADIUS OF 145.93 FEET, AN ARC DISTANCE OF 86.63 FEET, TO A POINT OF TANGENCY, THENCE SOUTH 8 DEGREES 20 MINUTES 44 SECONDS WEST, A DISTANCE OF 321.80

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FEET TO A POINT OF CURVATURE, THENCE SOUTHERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES EASTERLY, HAVING A RADIUS OF 30 FEET, AN ARC DISTANCE OF 12.49 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID MOON LAKE BOULEVARD; THENCE EASTERLY, ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHERLY HAVING A RADIUS OF 580 FEET, AN ARC DISTANCE OF 62.72 FEET; THENCE NORTH 8 DEGREES 20 MINUTES 44 SECONDS EAST, A DISTANCE OF 378.65 FEET; THENCE NORTH 29 DEGREES 22 MINUTES 33 SECONDS WEST, A DISTANCE OF 97.36 FEET; THENCE NORTH 14 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 223.12 FEET; THENCE NORTH 70 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.21 FEET; THENCE NORTH 19 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 420.21 FEET, TO THE SOUTHERLY LINE OF SAID RELOCATED HIGGINS ROAD; THENCE NORTHWESTERLY, ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHEASTERLY HAVING A RADIUS OF 9,968.18 FEET, AND ALONG SAID SOUTHERLY LINE, AN ARC DISTANCE OF 838.92 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OLD HIGGINS ROAD, VACATED BY DOCUMENT NUMBER 22858491, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF RELOCATED HIGGINS ROAD (240 FEET WIDE) WITH THE EASTERLY LINE OF MOON LAKE BOULEVARD, AS DEDICATED ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1973 AS DOCUMENT 22184530; THENCE SOUTH 19 DEGREES 20 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY AND NORTHERLY LINE OF SAID MOON LAKE BOULEVARD, A DISTANCE OF 364.18 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHEASTERLY, HAVING A RADIUS OF 30 FEET, NOT TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 15.71 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 70 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 55.73 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES SOUTHWESTERLY, HAVING A RADIUS OF 31 FEET, AN ARC DISTANCE OF 24.44 FEET, TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHEASTERLY, HAVING A RADIUS OF 30 FEET, AN ARC DISTANCE OF 23.65 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 70 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 158.45 FEET; THENCE EASTERLY ALONG THE ARC OF A CIRCLE WHOSE CENTER LIES SOUTHERLY HAVING A RADIUS OF 413 FEET, AN ARC DISTANCE OF 45.72 FEET; THENCE SOUTH 70 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 260.18 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHWESTERLY, HAVING A RADIUS OF 73 FEET, AN ARC DISTANCE OF 13.07 FEET; THENCE SOUTH 3 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 14.56 FEET; THENCE SOUTH 19 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 195 FEET, TO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES EASTERLY, HAVING A RADIUS OF 30 FEET, AN ARC DISTANCE OF 47.12 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 19 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 26 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 52 MINUTES 25 SECONDS WEST, A DISTANCE OF 175.11 FEET; THENCE SOUTH 58 DEGREES 19 MINUTES 22 SECONDS WEST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 31 DEGREES 40 MINUTES 45 SECONDS EAST, A DISTANCE OF 110.60 FEET; THENCE SOUTH 64 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 136.61 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES SOUTHEASTERLY AND HAVING A RADIUS OF 212.27 FEET, AN ARC DISTANCE OF 72.33 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE WHOSE CENTER LIES SOUTHEASTERLY AND HAVING A RADIUS OF 30 FEET, AN ARC DISTANCE OF 17.09 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF SAID MOON LAKE BOULEVARD; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE AND ALONG THE LINE OF SAID MOON LAKE BOULEVARD, WHOSE CENTER LIES NORTHEASTERLY AND HAVING A RADIUS OF 720.43 FEET, AN ARC DISTANCE OF 264.79 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 72 DEGREES 07 MINUTES 21 SECONDS EAST, ALONG THE LINE OF SAID MOON LAKE BOULEVARD, A DISTANCE OF 136.50 FEET, TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 580 FEET, WHOSE CENTER LINE LIES NORTHERLY AND ALONG THE LINE OF

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SAID MOON LAKE BOULEVARD, AN ARC DISTANCE OF 53.06 FEET; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE, NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 30 FEET, WHOSE CENTER LIES WESTERLY, AN ARC DISTANCE OF 15.31 FEET, TO A POINT OF TANGENCY; THENCE NORTH 8 DEGREES 20 MINUTES 44 SECONDS EAST, A DISTANCE OF 317.76 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 119.93 FEET, WHOSE CENTER LIES SOUTHWESTERLY, AN ARC DISTANCE OF 71.19 FEET, TO A POINT OF TANGENCY; THENCE NORTH 25 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 81 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 50.17 FEET, WHOSE CENTER LIES SOUTHWESTERLY, AN ARC DISTANCE OF 39.40 FEET, TO A POINT OF TANGENCY; THENCE NORTH 70 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 138.15 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OLD HIGGINS ROAD, VACATED BY DOCUMENT NUMBER 22858491, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF RELOCATED HIGGINS ROAD (240 FEET WIDE) WITH THE EASTERLY LINE OF MOON LAKE BOULEVARD, AS DEDICATED ACCORDING TO THE PLAT THENCE RECORDED JANUARY 11, 1973 AS DOCUMENT 22184530; THENCE SOUTHEASTERLY, ALONG THE SOUTHERLY LINE OF SAID RELOCATED HIGGINS ROAD AND ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHEASTERLY, HAVING A RADIUS OF 9,968.18 FEET, AN ARC DISTANCE OF 838.92 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES NORTHEASTERLY HAVING A RADIUS OF 9,968.18 FEET, AN ARC DISTANCE OF 369.15 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 12 SECONDS WEST, A DISTANCE OF 562.90 FEET; THENCE NORTH 70 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.21 FEET; THENCE NORTH 19 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 420.21 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 07-07-400-060 (Parcel A)

Commonly known as: 1721 Moon Lake Blvd., Hoffman Estates, Illinois 60194-1070