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CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL

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Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 02/11/2004 01:03 PM Pg: 1 of 10

WHEN RECORDED MAIL TO:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD PEIGHTS, IL
60706

60706

SEND TAX NOTICES (1):
PARKWAY BANK & THUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Lucia Sautariello
PAF KWAY BANK & TRUST CO.
4800 N. HARLEM AVE.
HARWOCO HEIGHTS, IL 60706

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated January 27, 2004, is made and executed between M & D LIMITED PARTNERSHIP, whose address is 6666 N. Oliphant, Chicago, IL 60631 (referred to below as "Grantor") and PARKWAY BANK & TRUST CO., whose address is 4800 N. HARLEM AVE, HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in COOK County, State of Illinois:

See the exhibit or other description document which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as SEE ATTACHED LEGAL DESCRIPTION, IL. The Property tax identification number is SEE ATTACHED LEGAL DESCRIPTION

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect

(Continued) ASSIGNMENT OF RENTS

of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy possession and control of and operate and manage the Property and collect the Rents, provided that the granting the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances,

and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by

any instrument now in force.

in the Rents care as provided in this Assignment. No Further Canstor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights

though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even

Lender is hereby given and granted the following rights, powers and authority:

Assignment and directing all Rents to be paid directly to Lender's agent. Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this

necessary to recover possession of the Property, collect the Rents and remove any tenant or tenants or other persons from the Property. legal proceedings necessary for the protection of the Property, including such proceedings as may be receive from the tenants or from any otner persons liable therefor, all of the Rents; institute and carry on all Enter the Property. Lender may exist upon and take possession of the Property; demand, collect and

repair; to pay the costs thereof and of all services of all enaloyees, including their equipment, and of all Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in

taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all

agencies affecting the Property. of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State

and on such conditions as Lender may deem appropriate. Lease the Property. Lender may rent or lease the whole or any part of the Property. Lender may rent or lease the whole or any part of the Property.

Lender's name or in Grantor's name, to rent and manage the Property, including the collection and Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem

powers of Grantor for the purposes stated above. appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the

that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact

any other specific act or thing.

discretion, shall determine the application of any and all Rents received by it; however, any such Rents received for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be

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ASSIGNMENT OF RENTS (Continued)

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by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may required to discharging or paying all taxes, liens, security interests, encurity ances and other claims, at any time levied or discharging or paying all taxes, liens, security interests, encurity ances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of recomment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) by payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

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respect, either now or at the time made or furnished or becomes talse or misleading at any time thereafter. Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on

> (Continued) **ASSIGNMENT OF RENTS**

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effect (including failure of any collateral document to create a valid and perfected security interest or lien) at Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and

any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death

proceeding under any bankruptcy or insolvency laws by or against Grantor.

reserve or bond for the disput forfeiture proceeding, in s.n. amount determined by Lender, in its sole discretion, as being an adequate the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or claim which is the basic of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the garnishment at any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of governmental agency against the Rents or any property securing the Indebtedness. judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default. shall not be required to, permit the Guarantor's tetate to assume unconditionally the obligations arising under liability under, any Guaranty of the Indebtedness in the event of a death, Lender, at its option, may, but Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or

Adverse Change. A material adverse change occurs in Stantor's financial condition, or Lender believes the

prospect of payment or performance of the Indebtedness is inpolited.

Insecurity. Lender in good faith believes itself insecure.

sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps more than fifteen (15) days, immediately initiates steps which Lender deems in Lodder's sole discretion to be demanding cure of such default: (1) cures the default within lifteen (15) aavs; or (2) if the cure requires be cured (and no event of default will have occurred) if Grantor, after recaiving written notice from Lender a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may Cure Provisions. If any default, other than a default in payment is ourable and if Grantor has not been given

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Deraut and at any time sufficient to produce compliance as soon as reasonably practical.

rights or remedies provided by law: thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other

entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay. Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the

Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and

received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by

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ASSIGNMENT OF RENTS (Continued)

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Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lencer institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Londer incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's logal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Assignment has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of COOK County, State of Illinois.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and

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ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT. BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY

homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the

Time is of the Essence. Time is of the essence in the performance of this Assignment.

way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by assigns. If ownership of the Property becomes vested in a person other than Grantor, Londer, without notice interest, this Assignment shall be binding upon and inure to the benefit of the parties, deir successors and

Successors and Assigna. Subject to any limitations stated in this Assignment or transfer of Grantor's

any other provision of this Assignment. unenforceability of any provision of this Assignment shall not affect the legelity, validity or enforceability of considered deleted from this Assignment. Unless otherwise required by J.w., the illegality, invalidity, or

so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified or unenforceable as to any circumstance, that finding shall not inake the offending provision illegal, invalid, or

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid,

Assignment are granted for purposes of security and mey not be revoked by Grantor until such time as the The various agencies and powers of attorney conveyed on Lender this

Powers of Attorney.

given by Lender to any Grantor is deemed to be notice given to all Grantors. current address. Unless otherwise provided of required by law, if there is more than one Grantor, any notice party's address. For notice purposes, Srantor agrees to keep Lender informed at all times of Grantor's giving formal written notice to the other parties, specifying that the purpose of the notice is to change the the beginning of this Assignmen. Any party may change its address for notices under this Assignment by

States mail, as first class, certined or registered mail postage prepaid, directed to the addresses shown near when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United effective when actually dcl. ered, when actually received by telefacsimile (unless otherwise required by law), Notices. Any notice raquired to be given under this Assignment shall be given in writing, and shall be

granted or withhald in the sole discretion of Lender. consent to supragnees where such consent is required and in all cases such consent may be under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing of any of crantor's obligations as to any future transactions. Whenever the consent of Lender is required strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender,

nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in No Waiver by Lender shall not be deemed to have waived any rights under this Assignment unless

Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of

> (Continued) ASSIGNMENT OF RENTS

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ASSIGNMENT OF RENTS (Continued)

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DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means M & D LIMITED PARTNERSHIP.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means M & D LIMITED PARTNERSHIP.

Guarantor. The word "Cuarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness' means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means PARKWAY BANK & TRUST CO., its successors and assigns.

Note. The word "Note" means the promissory note dated January 27, 2004, in the original principal amount of \$5,700,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 6.000%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$48,362.79 each and one in egular last payment estimated at \$4,388,558.37. Grantor's first payment is due March 6, 2004, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on February 6, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

(Continued) ASSIGNMENT OF RENTS

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AND EXECUTED ON BEHALF OF GRANTOR ON JANUARY 27, 2004. NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND

:ЯОТИАЯЭ

M & D LIMITED PARTNERSHIP

Partner of M & CLAMITED PARTNERSHIP HOFFMANN ENTERPRISES, INC., AN ILLINOIS CORPORATION, General

an Illinois Corporation Fred R. Hoffmann, Fyer Jent of Moffmann Enterprises, Inc.,

PARTNERSHIP ACKNOWLEDGMENT

ore me, the undersigned Notary in Enterprises, Inc., an Illinois or partnership that executed the partnership to so and declared the	PHILION IS MANAGE	FEBRUARDY, F B. Hoffmann, F be a partner or c wledged the Assig	ally appeared Fred Ind known to me to OF RENTS and acknown	Sorporation, a
Official Seal Notary Public State of Illinois My Commission Expires 07/28/06	ss (7/007	COUNTY OF_
	(}	c/0 N/771	TATE OF

and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, Assignment to be the tree and voluntary act and deed of the

Notary Public in and for the State of ICL 1,2813

My commission expires

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LEGAL DESCRIPTION

PARCEL 1:

LOTS 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN FOREST RIVER, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1: PROPERTY ADDRESS: 702-18 DES PLAINES ROAD, MT. PROSPECT, IL.

PINS: 03-36-204-018-0000; 03-36-204-019-0000; 03-36-204-020-0000;
03-36-204-021-0000; 03-36-204-022-0000; 03-36-204-023-0000;
03-36-204-024-0000; 03-36-204-025-0000 AND 03-36-204-026-0000.

PARCEL 6:

LOTS 10 AND 1. IN BLOCK 8 IN EMILY E. FORDYCE'S SUBDIVISION OF THAT PART EAST OF RACINE AVENUE G. BLOCK 8 IN EDISON SUBDIVISION IN THE NORTH 1/2 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: PROPERTY ADDRESS: 3724-26 N. CLARK, CHICAGO, IL. PIN:14-20-216-011-0000

PARCEL 7:

LOTS 73, 74, 75, 76, 77, AND 78 IN MANLFLY'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 IN PURINGTON AND SCRANTON'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, LYING NORTH OF BARRY POINT ROAD, IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: PROPERTY ADDRESS: 4640 W. FLOURNOY STRLET, CHICAGO, IL. PINS: 16-15-301-026-0000; 16-15-301-042-5050; 16-15-301-043-0000 AND 16-15-500-036-0000.

PARCEL 8:

LOT 1 IN THE RIGHT CLUB RESUBDIVISION OF PART OF THE SOUTHERLY 199.95 FEET OF THE NORTH 499.95 FEET (EXCEPTING THAT PART OF THE SOUTHEASTERLY 390 FEET OF WESTERLY 13.42 FEET LYING THEREIN) ALL AS MEASURED ALONG AND PERPENDICULAR TO THE WESTERLY LINE OF LOT 3 IN TOLLWAY INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: PROPERTY ADDRESS: 2330 N. HAMMOND DRIVE, SCHAUMBURG, IL. PIN: 02-34-300-048-0000

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LEGAL DESCRIPTION (CONTINUED)

PARCEL 9:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF ALGONQUIN ROAD DESCRIBED AS FOLLOWING:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, 257.0 FEET SOUTH OF THE INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF SAID ALGONQUIN ROAD; THENCE SOUTH ALONG SAID WEST LINE OF THE NORTHWEST QUARTER, 100.31 FEET, MORE OR LESS, TO A POINT 1765.39 FEET NORTH OF THE SOUTHWEST OF NER OF SAID NORTHWEST QUARTER; THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE OF THE NORTHWEST QUARTER AND BEING ALONG THE CENTER LINE OF AN EASEMENT FOR DRAINAGE DITCH, A DISTANCE OF 250.0 FEET TO A BEND IN SAID CENTER LINE OF EASEMENT; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF EASEMENT, SAID LINE FORMING AN ANGLE OF 39 DEGREES, 27 MINUTES, 12 SECONDS AS MEASURED FROM EAST TO SOUTHEAST NUTH A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 47.14 FEET, MORE OR LEGS, TO A POINT 212.99 FEET, SOUTHWESTERLY OF THE CENTER LINE OF ALGONQUIN ROLL, AS MEASURED ALONG, AND ON A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE OF RUAD THROUGH A POINT ON SAID CENTER LINE OF ROAD 432.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID CENTER LINE OF ROAD OF ITS INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE NORTHEASTERLY ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE 212.99 FEET TO SAID CENTER LINE OF ROAD; THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF ROAD 175.0 FEET TO A POINT 257.0 FEET SCUTHEASTERLY, AS MEASURED ALONG SAID CENTER LINE OF ROAD, OF THE INTERSECTION OF SAID CENTER LINE WITH SAID WEST LINE OF THE NORTHWEST QUARTER; THENCE SOUTHEASTERI / AT RIGHT ANGLES TO SAID CENTER LINE OF ROAD, 156.67 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO SAID WEST LINE OF THE NORTHWEST QUARTER, THROUGH THE POINT OF BEGINNING, THENCE WEST ALONG THE SAID LAST DESCRIBED RIGHT ANGLE LINE 156.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, (EXCEPTING FROM SAID PARCEL THAT PART THEREOF HERETOFORE DEDICATED FOR PUBLIC ROADS), IN COOK COUNTY, ILLINOIS.

PARCEL 9: PROPERTYADDRESS: 1641 N. ALGONQUIN, MT. PROSPECT, IL. Off'S PIN: 08-23-101-026-0000

PARCEL 10:

LOT 1 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 1 IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 (IF THE SOUTHEAST 1/4 OF SECTION 18 AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10: PROPERTY ADDRESS: 1801 W. LAWRENCE, CHICAGO, IL. PIN: 14-18-202-008-0000