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Eugene "Gene" Moore Fee: \$48.50
Cook County Recorder of Deeds
Date: 04/04/2005 02:55 PM Pg: 1 of 13

Cross References: Document No. 0020088195
Document No. 0021339373

This instrument was prepared by and mail to:

Thomas M. Hanahan
Attorney-at-Law
Wooden & McLaughlin LLP
One Indiana Square, Suite 1800
Indianapolis, Indiana 46204.

② GNT # 02-1140

AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES (Commercial Real Estate)

THIS ASSIGNMENT, made to be effective as of the 25th day of March, 2005, is by and between **HARBOR 4000 EAST, LLC**, an Illinois limited liability company having a mailing address of 2993 Curtis Street, Des Plaines, Illinois 60018 (hereinafter called "**Borrower**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association under the laws of the United States of America, whose mailing address is 1/2 Commercial Real Estate Department, One Financial Square, Louisville, Kentucky 40202-3322 (hereinafter called "**Lender**").

1. Borrower, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Lender all right, title and interest of the Borrower in, to and under any existing leases and subleases, together with any and all future leases hereinafter entered into by any lessor or lessee affecting the real estate located in Cook County, Illinois that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (the "**Property**"), and all guarantees, amendments, extensions, modifications and renewals of such leases and any of them, all of which are hereinafter called the "**Leases**", and all rents, receipts, revenues awards, security deposits, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, on account of the use of the Property or otherwise arising out of or pertaining to the Property, including but not limited to all rents, income, payments and profits arising from the operation of any business and all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities on the Property (funds obtained as such rents, income, profits, fees, charges, accounts or other payments and held in any

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reserve, account or credit balance shall retain the character of such rents, income, profits, fees, charges, accounts or other payments), together with the right to proceeds payable to Borrower pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived therefrom including but not limited to claims for the recovery of damages done to the Property or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of said Leases or the waiver of any obligation or term thereof prior to the expiration date and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded.

2. This Assignment is made for the purposes of securing:

2(a) The payment of the indebtedness (including any amendments, extensions, modifications or renewals thereof) evidenced by a certain Promissory Note of even date herewith, executed by Borrower in favor of Lender in the principal sum of Fourteen Million no/100 Dollars (\$14,000,000.00) (the "**Note**") due and payable on or before March 1, 2006, and secured by a certain Amended and Restated Open-End Mortgage of Real Property, Security Agreement of Personal Property and Assignment of Rents and Profits (the "**Mortgage**") of even date herewith, executed by Borrower in favor of Lender encumbering the Property, as hereafter amended, extended, modified or renewed, and other "Loan Documents" and "Security Agreements," as such terms have the meanings set forth in the Note (the Mortgage, the Note and any other documents or instruments evidencing, securing or executed in connection with the loan evidenced by the Note, as amended or modified from time to time, are herein collectively referred to as the "**Loan Documents**"); Loan Documents shall also include, if applicable, any instrument, agreement or document executed in connection with any "Rate Management Transaction," as that term is defined in the Mortgage, now or hereafter entered into by and between Borrower and Lender, whether or not related to the loan evidenced by the Note);

2(b) The payment of all other sums, with interest thereon, becoming due and payable to Lender under the provisions of the Mortgage or any other instrument or agreement constituting security for, or executed in connection with, the Note, including without limitation the other Loan Documents; and

2(c) The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage or any other instrument constituting security for, or executed in connection with, the Note, including without limitation the other Loan Documents.

In addition to any other indebtedness and obligations secured by this Assignment, this Assignment secures any and all future advances, together with any interest thereon, which are made by Lender, pursuant to the Note or the other Loan Documents, to or for the benefit of Borrower.

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3. Borrower warrants, covenants and agrees with Lender as follows:

3(a) The sole ownership of the entire lessor's interest in the Leases is vested in Borrower, and that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Lender from fully exercising its rights under any of the terms, covenants and conditions of this Assignment. The ownership of the fee simple title to the Property is vested in Borrower.

3(b) There are no outstanding assignments or pledges of the Leases or of the rents due thereunder.

3(c) No Leases (including any guaranties of such Leases) shall be entered into or materially altered, modified, amended, terminated, cancelled or surrendered nor any material terms or conditions thereof be waived except in the ordinary course of business.

3(d) [this paragraph is intentionally left blank]

3(e) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

3(f) Borrower has not accepted and will not accept any rents under any Leases for more than 30 days in advance of their due dates.

3(g) Borrower upon request, from time to time, shall furnish to Lender a rent roll and lease abstract in such reasonable detail as Lender may request, certified by Borrower, of all Leases relating to the Property, and on demand, Borrower shall furnish to Lender executed copies of any and all such Leases.

4. The parties further agree as follows:

4(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a default has occurred and has not been cured within the applicable cure period, if any, under the terms and conditions of the Note or the Mortgage or any other of the Loan Documents, Borrower may receive, collect and enjoy the rents, income and profits accruing from the Property.

4(b) In the event of any default at any time in the Loan Documents and the expiration of any applicable cure period, Lender may, at its option, without notice to Borrower, receive and collect all such rents, income and profits as they become due, from the Property and the leasehold interest therein and under any and all Leases of all or any part of the Property. Lender shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

4(c) Borrower hereby irrevocably appoints Lender its true and lawful attorney with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Borrower, from and after any default not having

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been cured within any applicable cure period, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Property or the leasehold interest therein, and at Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Property are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases directly to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

4(d) From and after any default that has not been cured within any applicable cure period, Lender is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Lender or its designee to enter upon the Property, or any part thereof, with or without force and with process of law, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Borrower relating thereto, and may exclude Borrower, its agents and servants, wholly therefrom. In the event Lender takes possession of all or any part of the personal property, fixtures, documents, books, records, papers and accounts of Borrower relating to the Property, Lender shall make an inventory of all items in Lender's possession and, upon the request of Borrower, shall make and provide copies for Borrower of all such documents, books, records, papers and accounts in Lender's possession provided Lender is reimbursed by Borrower for all reasonable expenses incurred by Lender in connection with making such copies. In addition, if Lender so elects, Lender shall be entitled to the appointment of a receiver in any court of competent jurisdiction to collect such rents, issues and profits under the direction of the court, notice of the exercise thereof being hereby waived. Borrower hereby grants full power and authority to Lender to exercise all rights, power and authority herein granted at any and all times after any default that has not been cured within any applicable cure period, without further notice to Borrower, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Property and the leasehold interest therein and of any indebtedness or liability of Borrower to Lender, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the cost of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Lender on the Note and the Mortgage and the other Loan Documents, all in such order as Lender may determine according to provisions of the Note and Mortgage and the other Loan Documents executed herewith. Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Borrower in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property or leasehold interest therein, or parts thereof, upon Lender, nor shall it operate to make

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Lender liable for the performance of any waste of the Property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger, or for any environmental hazard on the Property.

4(e) Waiver of or acquiescence by Lender in any default by the Borrower, or failure of the Lender to insist upon strict performance by the Borrower of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

5. Borrower agrees that, upon the occurrence of an event of default hereunder, it shall, upon demand, transfer to Lender any security deposits held by Borrower under the terms of the Leases. Borrower agrees that such security deposits, if any, may be held by Lender without any allowance of interest thereon, except statutory interest, if any, accruing to the benefit of the tenants, and shall become the absolute property of Lender upon the occurrence of an event of default hereunder to be applied in accordance with the provisions of the Leases. Until Lender makes such demand and the deposits are paid over to Lender, Lender assumes no responsibility to the tenants for any such security deposit.

6. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Lender a "Mortgagee in Possession."

7. The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Lender shall have under the Loan Documents, or at law or in equity.

8. Wherever in this Assignment Borrower appoints Lender as Borrower's attorney-in-fact, Lender's powers as attorney-in-fact shall be coupled with an interest and shall be irrevocable by Borrower until all indebtedness secured hereby shall have been paid in full.

9. Borrower shall and does hereby agree to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it 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 prior to the date that Lender or other purchaser at foreclosure sale becomes fee owner of the Property. Should Lender incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be secured hereby, shall be added to the indebtedness secured hereby and Borrower shall reimburse Lender therefor immediately upon demand, and the continuing failure of Borrower so to do shall constitute a default hereunder and an event of default under the Mortgage.

10. Borrower agrees to pay the reasonable costs and expenses, including but not limited to attorneys' fees and legal expenses incurred by Lender in the exercise of any right or remedy available to it under this Assignment, whether or not suit is commenced, including

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without limitation, attorneys' fees and legal expenses incurred in connection with any bankruptcy, reorganization, receivership or other proceeding affecting creditor's rights and involving a claim under this Assignment or any document executed in connection herewith.

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

12. All notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing.

13. The terms "**Borrower**" and "**Lender**" shall be construed to include the heirs, personal representatives, successors and assigns thereof.

14. This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Lender, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

15. Upon cancellation of record of the Mortgage, this Assignment of Rents And Leases shall automatically and without further documentation or action on the part of the parties hereto, also be cancelled, terminated and be of no further or future force and effect.

16. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the state where the property is located (without giving effect to principles of conflicts of law).

17. WAIVER OF JURY TRIAL: BORROWER AND LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREFUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. BORROWER AND LENDER EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

18. This Assignment amends, modifies and restates in its entirety that certain Amended and Restated Assignment of Rents and Leases dated November 25, 2002, executed by Borrower in favor of Lender which was recorded December 4, 2002 as Document No. 0021339373 in the Office of the Recorder of Cook County, Illinois, which amended, modified and restated in its entirety that certain Assignment of Rents and Leases dated January 15, 2002, executed by Borrower in favor of Lender which was recorded January 22, 2002 as Document No. 0020088195 in the Office of the Recorder of Cook County, Illinois.

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IN WITNESS WHEREOF, Borrower has executed this Assignment to be effective as of the day and year first above written.

BORROWER:

HARBOR 4000 EAST, LLC

By: *James W. Soboleski*
James W. Soboleski, Managing Member

By: *Benjamin L. Kadish*
Benjamin L. Kadish, Managing Member

STATE OF ILLINOIS)

) SS:

COUNTY OF Cook)

Before me, a Notary Public in and for said County and State, personally appeared James W. Soboleski, a managing member of HARBOR 4000 EAST, LLC, who acknowledged the execution of the foregoing Amended and Restated Assignment of Rents and Leases for and on behalf of such limited liability company.

Witness my hand and Notarial Seal this 25th day of March, 2005. .



Printed: *Jill Ann Biegel*
(*Jill Ann Biegel*) Notary Public

My Commission Expires:

01/27/09

My County of Residence:

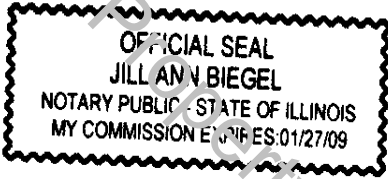
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STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for said County and State, personally appeared Benjamin L. Kadish, a managing member of HARBOR 4000 EAST, LLC, who acknowledged the execution of the foregoing Amended and Restated Assignment of Rents and Leases for and on behalf of such limited liability company.

Witness my hand and Notarial Seal this 25th day of March, 2005.



Printed: Jill Ann Biegel
(Jill Ann Biegel) Notary Public

My Commission Expires:

01/27/09

My County of Residence:

Cook

CLERK OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

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Legal Description:

PARCEL 1:

THAT PART OF THE EAST HALF OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST 1/4 AT THE NORTH LINE EXTENDED WEST OF 133RD STREET, BEING A 66 FOOT WIDE STREET LYING NORTH AND ADJACENT TO LOT 1 IN MCNAMARA'S 2ND ADDITION TO HEGEWICH; THENCE NORTH 89 DEGREES 37 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE EXTENDED EAST, 360.29 FEET TO THE EAST LINE OF THE STATE OF ILLINOIS DEPARTMENT OF CONSERVATION PROPERTY AS PER WARRANTY

DEED RECORDED SEPTEMBER 13, 1978 AS DOCUMENT NUMBER 24625137, AND MONUMENTED; THENCE NORTH 0 DEGREES 30 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE, 160.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 37 MINUTES 06 SECONDS EAST, 256.00 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES 30 SECONDS EAST, 193.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 6 SECONDS WEST, 256.00 FEET; THENCE NORTH 0 DEGREES 30 MINUTES 30 SECONDS WEST, 193.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF 134TH STREET AS DEDICATED BY DOCUMENT NUMBER 8329021, AND THE EAST LINE OF A 16 FOOT PUBLIC ALLEY AS DEDICATED BY MCNAMARA'S 2ND ADDITION TO HEGEWICH SUBDIVISION, SAID POINT BEING 174.00 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, THENCE NORTH 89 DEGREES, 37 MINUTES, 22 SECONDS EAST ALONG SAID NORTH LINE OF 134TH, 722.29 FEET; THENCE NORTH 0 DEGREES, 30 MINUTES, 30 SECONDS WEST, PARALLEL WITH SAID WEST LINE EAST 1/2 OF THE NORTHWEST 1/4, 623.82 FEET, TO THE CENTER LINE, EXTENDED EAST, OF 133RD STREET; THENCE SOUTH 89 DEGREES, 37 MINUTES, 06 SECONDS WEST, 536.00 FEET; THENCE SOUTH 0 DEGREES, 30 MINUTES, 30 SECONDS EAST, 33.00 FEET; THENCE SOUTH 89 DEGREES, 37 MINUTES, 06 SECONDS WEST, 186.29 FEET; THENCE SOUTH 0 DEGREES, 30 MINUTES, 30 SECONDS EAST, 590.88 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

ALL THAT PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 32, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID FRACTIONAL SECTION 32, SAID LINE BEING ALSO THE CENTER LINE OF AVENUE "K" EXTENDED NORTHERLY, SAID POINT BEING 125 FEET DISTANT SOUTHERLY FROM THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 32; THENCE EASTERLY 520 FEET, MORE OR LESS, ALONG A LINE PARALLEL WITH AND 125 FEET DISTANT SOUTHERLY FROM THE NORTH LINE OF SAID NORTHWEST 1/4 OF FRACTIONAL SECTION 32 TO A CONCRETE MONUMENT, SAID LINE BEING THE SOUTHERLY PROPERTY LINE OF THE STATE OF ILLINOIS; THENCE SOUTH 58 DEGREES, 46 MINUTES, 03 SECONDS EAST, 1183.03 FEET ALONG THE PROPERTY LINE OF THE STATE OF ILLINOIS; THENCE SOUTH 25 DEGREES, 45 MINUTES, 31 SECONDS EAST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES, 14 MINUTES, 29 SECONDS WEST, 1017.00 FEET; THENCE SOUTH 43 DEGREES, 45 MINUTES, 31 SECONDS EAST, 76.00 FEET; THENCE SOUTH 26 DEGREES, 18 MINUTES, 53 SECONDS EAST, 134.13 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES EAST, 1046.42 FEET TO A POINT ON A LINE 125.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE INDIANA HARBOR BELT RAILROAD, THENCE NORTH 25 DEGREES, 45 MINUTES, 31 SECONDS WEST ALONG SAID LINE, 975.43 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL THAT PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 32, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID FRACTIONAL SECTION 32, SAID LINE BEING ALSO THE CENTER LINE OF AVENUE "K" EXTENDED NORTHERLY, SAID POINT BEING 125 FEET DISTANT SOUTHERLY FROM THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 32; THENCE EASTERLY 520 FEET, MORE OR LESS, ALONG A LINE PARALLEL WITH AND 125 FEET DISTANT SOUTHERLY FROM THE NORTH LINE OF SAID NORTHWEST 1/4 OF FRACTIONAL SECTION 32 TO A CONCRETE MONUMENT, SAID LINE BEING THE SOUTHERLY PROPERTY LINE OF THE STATE OF ILLINOIS; THENCE SOUTH 58 DEGREES, 46 MINUTES, 03 SECONDS EAST, 1183.03 FEET ALONG THE PROPERTY LINE OF THE STATE OF ILLINOIS; THENCE SOUTH 25 DEGREES, 45 MINUTES, 31 SECONDS EAST, 35 FEET; THENCE SOUTH 46 DEGREES, 14 MINUTES, 29 SECONDS WEST, 1017.00 FEET; THENCE SOUTH 43 DEGREES, 45 MINUTES, 31 SECONDS EAST, 76.00 FEET; THENCE SOUTH 25 DEGREES, 18 MINUTES, 53 SECONDS EAST, 134.13 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES EAST 1046.42 FEET TO A POINT ON A LINE 125.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE INDIANA

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HARBOR BELT RAILROAD, THENCE SOUTH 25 DEGREES, 45 MINUTES, 31 SECONDS EAST ALONG SAID LINE, 367.48 FEET TO A POINT ON THE CENTER LINE OF 133RD STREET, EXTENDED EAST, THENCE SOUTH 89 DEGREES, 37 MINUTES, 06 SECONDS WEST, 1206.34 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES WEST, 339.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:
 ALL THAT PART OF FRACTIONAL SECTION 32, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID FRACTIONAL SECTION 32, SAID LINE BEING ALSO THE CENTER LINE OF AVENUE "K" EXTENDED NORTHERLY, SAID POINT BEING 125 FEET DISTANT SOUTHERLY FROM THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 32; THENCE EASTERLY 520 FEET, MORE OR LESS, ALONG A LINE PARALLEL WITH AND 125 FEET DISTANT SOUTHERLY FROM THE NORTH LINE OF SAID NORTHWEST 1/4 OF FRACTIONAL SECTION 32 TO A CONCRETE MONUMENT, SAID LINE BEING THE SOUTHERLY PROPERTY LINE OF THE STATE OF ILLINOIS; THENCE SOUTH 58 DEGREES, 46 MINUTES, 03 SECONDS EAST, 1183.03 FEET ALONG THE PROPERTY LINE OF THE STATE OF ILLINOIS TO A POINT ON A LINE 125.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE INDIANA HARBOR BELT RAILROAD, THENCE SOUTH 25 DEGREES, 45 MINUTES, 31 SECONDS EAST ALONG SAID LINE, 1377.91 FEET TO A POINT BEGINNING; THENCE CONTINUING SOUTH 25 DEGREES, 45 MINUTES, 31 SECONDS EAST, 734.90 FEET TO THE NORTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32; THENCE NORTH 89 DEGREES, 37 MINUTES, 22 SECONDS EAST, 138.50 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID INDIANA HARBOR BELT RAILROAD; THENCE SOUTH 13 DEGREES, 00 MINUTES, 55 SECONDS EAST, 333.84 FEET; THENCE SOUTH 0 DEGREES, 00 MINUTES EAST, 644.79 FEET, TO A POINT OF CURVE; THENCE NORTHWESTERLY RIGHT-OF-WAY ALONG A CURVE, CONVEX EASTERLY, AND HAVING A RADIUS OF 905.13 FEET, AN ARC DISTANCE OF 721.72 FEET TO THE POINT OF TANGENCY ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 134TH STREET AS DEDICATED BY DOCUMENT NUMBER 8329021; THENCE NORTH 45 DEGREES, 43 MINUTES, 10 SECONDS WEST ALONG SAID RIGHT OF WAY, 456.31 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE SOUTH 89 DEGREES, 37 MINUTES, 22 SECONDS WEST, 73.01 FEET; THENCE WESTERLY ALONG A CURVE CONVEX NORTHERLY AND HAVING A RADIUS OF 606.69 FEET, AN ARC DISTANCE OF 221.55 FEET, TO A POINT TANGENT; THENCE SOUTH 89 DEGREES, 37 MINUTES, 22 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 134TH STREET, 844.09 FEET; THENCE NORTH 0 DEGREES, 30 MINUTES, 30 SECONDS WEST, 623.82 FEET, TO THE CENTER LINE OF 133RD STREET, EXTENDED EAST, THENCE NORTH 89 DEGREES, 37 MINUTES, 06 SECONDS EAST, 1206.34 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART FALLING IN 134TH STREET.

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PARCEL 6:

THE NORTH 600.00 FEET OF THE SOUTH 824.00 FEET OF THE WEST 660.00 FEET OF THE NORTH 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTH 1/2 THAT IS 824.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTH 1/2; THENCE NORTH 0 DEGREES, 30 MINUTES, 30 SECONDS WEST ALONG SAID WEST LINE 248.59 FEET TO A POINT 255.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTH 1/2 THENCE NORTH 89 DEGREES, 37 MINUTES, 22 SECONDS EAST, 100.00 FEET; THENCE NORTH 0 DEGREES, 30 MINUTES, 30 SECONDS EAST, 100.00 FEET; THENCE NORTH 0 DEGREES, 30 MINUTES, 30 SECONDS WEST, 215.00 FEET TO THE SOUTH RIGHT-OF-WAY OF LINE OF 14TH STREET AS DEDICATED BY DOCUMENT NUMBER 8329021; THENCE NORTH 90 DEGREES, 37 MINUTES, 22 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 313.44 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE, CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 526.69 FEET, 410.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH 45 DEGREES, 43 MINUTES, 10 SECONDS EAST, 264.05 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 486.23 FEET, 80.00 FEET, THENCE SOUTH 30 DEGREES, 08 MINUTES, 25 SECONDS WEST, 245.00 FEET; THENCE SOUTH 65 DEGREES, 29 MINUTES, 03 SECONDS WEST, 130.63 FEET; THENCE NORTH 0 DEGREES, 23 MINUTES, 20 SECONDS WEST, 190.00 FEET; THENCE SOUTH 89 DEGREES, 36 23 MINUTES, 20 SECONDS WEST, 190.00 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 40 SECONDS WEST, 788.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 224.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTH 1/2 WHICH IS 100.00 FEET WEST OF THE ILLINOIS-INDIANA STATE LINE; THENCE NORTH 0 DEGREES, 00 MINUTES WEST ALONG SAID LINE 100.00 FEET WEST, 132.79 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 905.13 FEET, 498.87 FEET; THENCE NORTH 70 DEGREES, 01 MINUTE WEST, 23.10 FEET; THENCE WESTERLY ALONG A CURVE CONVEX SOUTHERLY AND HAVING A RADIUS OF

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485.23 FEET; 126.20 FEET; THENCE SOUTH 30 DEGREES, 08 MINUTES, 25 SECONDS WEST, 245.00 FEET; THENCE SOUTH 65 DEGREES 29 MINUTES 03 SECONDS WEST, 130.63 FEET; THENCE NORTH 0 DEGREES 23 MINUTES 20 SECONDS WEST, 190.00 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 40 SECONDS WEST, 128.00 FEET TO A POINT 660.00 FEET EAST OF THE WEST LINE OF SAID NORTH 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32; THENCE SOUTH 0 DEGREES, 30 MINUTES, 30 SECONDS EAST, PARALLEL WITH SAID WEST LINE, 600.00 FEET TO A LINE 224.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTH 1/2; THENCE NORTH 89 DEGREES, 36 MINUTES, 40 SECONDS EAST, 633.29 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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