

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
CHICAGO O'HARE  
300 PARK BOULEVARD  
SUITE 400  
ITASCA, IL 60143



Doc#: 0509802312  
Eugene "Gene" Moore Fee: \$68.00  
Cook County Recorder of Deeds  
Date: 04/08/2005 01:48 PM Pg: 1 of 23

**WHEN RECORDED MAIL TO:**

First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

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This ASSIGNMENT OF RENTS prepared by:

First Midwest Bank  
300 N. Hunt Club Road  
Gurnee, IL 60031

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated July 1, 2004, is made and executed between HARRIS TRUST AND SAVINGS BANK, SUCCESSOR IN INTEREST TO HARRIS BANK PALATINE, N.A., NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JUNE 15, 2000 AND KNOWN AS TRUST #7124, whose address is 201 S. GROVE AVENUE, BARRINGTON, IL 60010 and AVENUE O LLC and DM, L.L.C., whose address is 1 PIERCE PLACE, SUITE 200 E, ITASCA, IL 60143 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (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 EXHIBIT "A", 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 207 ACRES LOCATED BETWEEN SOUTH 116TH AND 122ND STREETS AND AVENUE O AND THE CALUMET RIVER, CHICAGO, IL 60633. The Property tax identification number is 26-19-200-028-0000, 029-0000, 031-0000, 032-0000, 035-0000, 034-0000, 036-0000, 26-19-202-023-0000, 024-0000, 26-19-203-021-0000, 022-0000, 26-19-204-017-0000, 018-0000, 26-19-205-017-0000, 018-0000, 019-0000, 26-19-206-024-0000, 043-0000, 044-0000, 045-0000, 046-0000, 047-0000, 048-0000, 049-0000, 26-19-207-001-0000, 002-0000, 003-0000, 004-0000, 26-19-301-004-0000, 005-0000, 007-0000, 26-19-400-012-0000, 013-0000, 014-0000, 015-0000, 016-0000, 017-0000, 018-0000, 26-19-401-003-0000, 005-0000, 006-0000, 26-30-200-006-0000, 008-0000, 010-0000, 26-30-201-006-0000, 011-0000

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of I to Lender, or any one or more of them, as well as all claims by Lender against I or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to

**UNOFFICIAL COPY****ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 1

Page 2

the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether I or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**MY WAIVERS AND RESPONSIBILITIES.** Lender need not tell me about any action or inaction Lender takes in connection with this Assignment. I assume the responsibility for being and keeping informed about the Property. I waive any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. I agree to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

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

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor <sup>represents</sup> 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.

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

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

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

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

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

Loan No: 1

(Continued)

Page 3

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

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

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

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

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

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

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received 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 me, 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 my 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 me), 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 (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to

**UNOFFICIAL COPY****ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 1

Page 4

discharging or paying all taxes, liens, security interests, encumbrances 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 repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be 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.** I fail to make any payment when due under the Indebtedness.

**Other Defaults.** I or 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 me or 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.

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

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

**Insolvency.** The dissolution or termination of the Trust, the insolvency of me or Grantor, the appointment of a receiver for any part of my or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against me or Grantor.

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

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

(Continued)

Loan No: 1

Page 5

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

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

**Collect Rents.** Lender shall have the right, without notice to me or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. 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 Lender 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 Lender 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

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS (Continued)

Loan No: 1

Page 6

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 legal 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 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.

**Joint and Several Liability.** All obligations of me and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to me shall mean each and every me. This means that each i and Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

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

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand 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 of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**UNOFFICIAL COPY****ASSIGNMENT OF RENTS**

Loan No: 1

(Continued)

Page 7

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

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

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**WAIVER OF HOMESTEAD EXEMPTION.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**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.

**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 HARRIS TRUST AND SAVINGS BANK, SUCCESSOR IN INTEREST TO HARRIS BANK PALATINE, N.A., NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JUNE 15, 2000 AND KNOWN AS TRUST #7184; AVENUE O LLC; and DM, L.L.C..

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

**UNOFFICIAL COPY****ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 1

Page 8

**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. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means FIRST MIDWEST BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 1, 2004, in the original principal amount of \$1,889,493.01 from me 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 a variable interest rate based upon an index. The index currently is 4.500% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in one principal payment of \$1,889,493.01 plus interest on July 1, 2005. This payment due on July 1, 2005, will be for all principal and all accrued interest not yet paid. In addition, I will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 1, 2004, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

**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.

**GRANTOR'S LIABILITY** This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor.



# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

(Continued)

Loan No: 1


Page 9

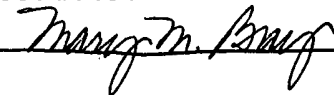
THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JULY 1, 2004.

GRANTOR:

**SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF**

HARRIS TRUST AND SAVINGS BANK, SUCCESSOR IN INTEREST TO HARRIS BANK PALATINE, N.A., NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JUNE 15, 2000 AND KNOWN AS TRUST #7184

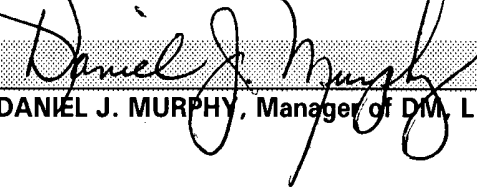
By:  Cheryl C. Hinkens  
Lead Trust Officer  
HARRIS TRUST AND SAVINGS BANK, Trustee of HARRIS TRUST AND SAVINGS BANK, SUCCESSOR IN INTEREST TO HARRIS BANK PALATINE, N.A. NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JUNE 15, 2000 AND KNOWN AS TRUST #7184

Attest:  Mary M. Bray, Trust Officer

AVENUE O LLC

By:   
DANIEL B. LIGHT, Member of AVENUE O LLC

DM, L.L.C.

By:   
DANIEL J. MURPHY, Manager of DM, L.L.C.

Cook County Clerk's Office

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## ASSIGNMENT OF RENTS (Continued)

Loan No: 1

Page 10

### TRUST ACKNOWLEDGMENT

See Corporate Notary Attached

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **HARRIS TRUST AND SAVINGS BANK, Trustee of HARRIS TRUST AND SAVINGS BANK, SUCCESSOR IN INTEREST TO HARRIS BANK PALATINE, N.A., NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JUNE 15, 2000 AND KNOWN AS TRUST #7184**, and known to me to be an authorized trustee or agent of the trust that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

PROHIBITED BY COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

STATE OF ILLINOIS)

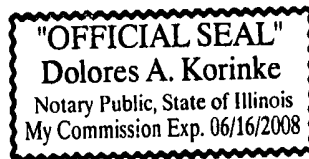
COUNTY OF COOK)

I, the undersigned, a notary public in and for said county, in the State aforesaid, do hereby certify that **Cheryl C. Pinkens**, of Harris Trust and Savings Bank, and **Mary M. Bray**, of said Bank, to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Trust Officer, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Land Trust Officer did also then and there acknowledge that said Land Trust Officer, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Land Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank as Trustee for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 24<sup>th</sup> day of September, 2004

*Dolores A. Korinke*

Notary Public



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## ASSIGNMENT OF RENTS

(Continued)

Loan No: 1

Page 11

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

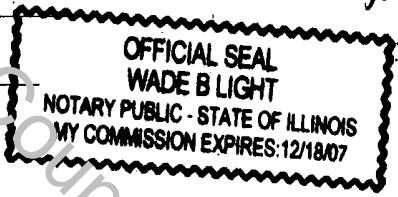
STATE OF IL )  
 ) SS  
 COUNTY OF LAKI )

On this 21<sup>st</sup> day of September, 2004 before me, the undersigned Notary Public, personally appeared **DANIEL B. LIGHT, Member of AVENUE O LLC**, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature] Residing at 720 Honey Lane Ct  
Northbrook, IL 60062

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Cook County Clerk's Office

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## ASSIGNMENT OF RENTS (Continued)

Loan No: 1

Page 12

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

)

) SS

COUNTY OF DuPage

)

On this 23rd day of September, 2004 before me, the undersigned Notary Public, personally appeared **DANIEL J. MURPHY, Manager of DM, L.L.C.**, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By Bernadette F Arens

Residing at Itasca

Notary Public in and for the State of Illinois

My commission expires 4/22/07



County Clerk's Office

# UNOFFICIAL COPY

## EXCULPATORY RIDER

This instrument is executed by the Harris Trust and Savings Bank, f/k/a Palatine National Bank, as Trustee under the provisions of a Trust Agreement dated June 15, 2000 and known as Trust No.7184, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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## EXHIBIT "A"

### PARCEL 1:

THAT PART OF LOT 6 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 19 AND A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19; THENCE SOUTH 00 DEGREES 14 MINUTES 59 SECONDS WEST ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 19, 152.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 6 (SAID LINE BEING PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19), 1355.71 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE EASTERLY BOUNDARY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13047028, SAID EASTERLY BOUNDARY LINE PROJECTED SOUTHERLY BEING COMMON WITH THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND CONVEYED BY DEFENSE PLANT CORPORATION TO SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED JUNE 2, 1945 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13540700; THENCE NORTH 00 DEGREES 23 MINUTES 40 SECONDS EAST (ON THE LAST DESCRIBED EASTERLY BOUNDARY LINE PROJECTED SOUTHERLY), 152.50 FEET TO A POINT ON A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE, 1355.33 FEET TO THE POINT OF BEGINNING. (EXCEPT THEREFROM THE EAST 65 FEET THEREOF); ALSO

LOT 7 (EXCEPT THAT PART THEREOF LYING WEST OF THE EAST LINE OF THE SOUTHERLY PROJECTION OF THE EASTERLY BOUNDARY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 AND RECORDED AS DOCUMENT 13047028, SAID EASTERLY BOUNDARY LINE PROJECTED SOUTHERLY BEING COMMON WITH THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND CONVEYED BY DEFENSE PLANT CORPORATION TO SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED JUNE 2, 1945 AND RECORDED AS DOCUMENT 13540700, AND EXCEPT THE EAST 65 FEET THEREOF) ALL IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, <EOP; ALSO

THAT PART, IF ANY, OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, SOUTH OF THE SOUTH LINE OF LOT 7 OF THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, WEST OF THE WEST LINE OF AVENUE "O" AND EAST OF THE CENTER LINE OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 53 TO 60 BOTH INCLUSIVE. IN MEA'S SUBDIVISION, EXTENDED NORTHERLY; ALSO

THAT PART, IF ANY, LYING NORTH OF A LINE PARALLEL TO AND 957 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN. OF LOTS 1, 26, 27, 52 AND 53 IN MEA'S SUBDIVISION OF PARTS OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19; ALSO

THAT PART, IF ANY, OF THE FOLLOWING LYING NORTH OF A LINE PARALLEL TO AND 957 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN:

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## EXHIBIT "A" CONTINUED

(A) THE NORTH AND SOUTH 16 FOOT ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1 TO 8 BOTH INCLUSIVE, AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 19 TO 26 BOTH INCLUSIVE IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19;

(B) THE NORTH AND SOUTH 16 FOOT ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 27 TO 34 BOTH INCLUSIVE AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 45 TO 52 BOTH INCLUSIVE IN MEA'S SUBDIVISION, AFORESAID;

(C) THE EAST 8 FEET OF THE NORTH AND SOUTH 15 FOOT ALLEY LYING WEST OF AND ADJOINING LOTS 53 TO 60 BOTH INCLUSIVE, IN MEA'S SUBDIVISION AFORESAID AND EAST OF AND ADJOINING LOTS 1 TO 12 BOTH INCLUSIVE IN BLOCK 1 IN INDIAN RIDGE SUBDIVISION, BEING A SUBDIVISION OF 40 ACRES IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 19 AFORESAID;

(D) GREEN BAY AVENUE LYING WEST OF AND ADJOINING LOTS 19 TO 26 BOTH INCLUSIVE AND EAST OF AND ADJOINING LOTS 27 TO 34 BOTH INCLUSIVE, IN MEA'S SUBDIVISION AFORESAID;

(E) MACKINAW AVENUE LYING WEST OF AND ADJOINING LOTS 45 TO 52 BOTH INCLUSIVE AND EAST OF AND ADJOINING LOTS 52 TO 60 BOTH INCLUSIVE IN MEA'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 1A:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 THROUGH 9 HEREIN AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 28, 1989 AND RECORDED DECEMBER 1, 1989 AS DOCUMENT NUMBER 89572950 BY AND BETWEEN LTV STEEL COMPANY, INC., A NEW JERSEY CORPORATION AND REPUBLIC ENGINEERED STEELS, INC., A DELAWARE CORPORATION PURSUANT TO PARAGRAPH 1 AS FOLLOWS:

**ROADWAY EASEMENT:** A 66 FOOT INGRESS-EGRESS EASEMENT ALONG 116TH STREET LYING BETWEEN AVENUE O AND THE WEST LINE OF PARCEL 1 (AS DESCRIBED ABOVE) EXTENDED NORTH LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 66 FEET OF THE NORTH 1283 FEET OF THE EAST 1471 FEET AS MEASURED ON A LINE 1283 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ;

### PARCEL 2:

LOTS 1 TO 65 BOTH INCLUSIVE IN MEA'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 <EOP,

(EXCEPTING THEREFROM THOSE PARTS DESCRIBED AS FOLLOWS:

THE EAST 32 FEET OF LOTS 1 TO 8 BOTH INCLUSIVE AND THAT PART OF LOT 8 DESCRIBED AS FOLLOWS:



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## EXHIBIT "A" CONTINUED

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 8 DISTANT 80 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 21.213 FEET TO A POINT LYING 15 FEET NORMALLY DISTANT NORTH OF THE AFORESAID SOUTH LINE OF LOT 8 AND 65 FEET NORMALLY DISTANT WEST OF THE AFORESAID EAST LINE OF SECTION 19; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE A DISTANCE OF 15 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 8; THENCE WEST ALONG SAID SOUTH LOT LINE A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THE EAST 32 FEET OF LOTS 9 TO 13 INCLUSIVE AND THAT PART OF LOT 9 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 9 DISTANT 65 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE SAID NORTH LINE OF LOT 9 A DISTANCE OF 15 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 21.213 FEET TO A POINT LYING 15 FEET NORMALLY DISTANT SOUTH OF THE AFORESAID NORTH LINE OF LOT 9 AND 65 FEET NORMALLY DISTANT WEST OF THE EAST LINE OF SAID SECTION 19; THENCE NORTH PARALLEL WITH THE SAID EAST LINE A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING) IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, (AND ALSO EXCEPTING THAT PART, IF ANY, LYING NORTH OF A LINE PARALLEL TO AND 957 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SAID LOTS 1, 26, 27, 52 AND 53); ALSO

ALL THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 35 TO 39 BOTH INCLUSIVE AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 40 TO 44 BOTH INCLUSIVE IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO ALL THAT PART OF THE NORTH AND SOUTH 15 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 53 TO 65 BOTH INCLUSIVE IN MEA'S SUBDIVISION AFOREMENTIONED AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 1 TO 6 BOTH INCLUSIVE, AND THE NORTH 18 FEET OF LOT 7, ALL IN BLOCK 12 OF INDIAN RIDGE SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

ALL THAT PART OF VACATED MACKINAW AVENUE LYING WEST OF AND ADJACENT TO LOTS 40 TO 44 AND EAST OF AND ADJACENT THE EAST LINE OF LOTS 61 TO 65 IN MEA'S SUBDIVISION AFORESAID; ALSO

ALL THAT PART OF VACATED GREEN BAY AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 14 TO 18 BOTH INCLUSIVE AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 35 TO 39, BOTH INCLUSIVE, ALL IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, ALL OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 TO 13 AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 14 TO 18 BOTH INCLUSIVE IN MEA'S SUBDIVISION AFORESAID.

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## EXHIBIT "A" CONTINUED

### PARCEL 3:

(A) LOTS 1 TO 12 IN BLOCK 1;

(B) LOTS 1 TO 24 IN BLOCK 2; AND

(C) LOTS 3, 5 TO 8, 15 TO 18, 19 (EXCEPT SOUTH 8 FEET), 29 TO 33, 42 TO 46 AND THE SOUTH 1/2 OF LOT 47 IN BLOCK 11, LOTS 1 TO 24, BOTH INCLUSIVE, IN BLOCK 12 IN INDIAN RIDGE SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND

LOTS 1 TO 5 IN RESUBDIVISION OF THE SOUTH 8 FEET OF LOT 19, ALL OF LOTS 20 TO 24 IN BLOCK 11 IN INDIAN RIDGE SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

LOT 9 (EXCEPT THE NORTH 16 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 9, 23 FEET SOUTH OF THE NORTH LINE OF SAID LOT, THENCE NORTH 7 FEET ON THE WEST LINE OF SAID LOT, THENCE EAST 7 FEET ON THE SOUTH LINE OF NORTH 16 FEET OF LOT 8, THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, AS DEDICATED FOR ALLEY BY DOCUMENT 11279600) AND ALL OF LOTS 10 TO 14 BOTH INCLUSIVE, LOT 34 (EXCEPT THE SOUTH 16 FEET THEREOF AND THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 34, THENCE SOUTH ON THE EAST LINE OF SAID LOT TO THE NORTH LINE OF THE SOUTH 16 FEET OF SAID LOT, THENCE WEST ON THE NORTH LINE OF THE SOUTH 16 FEET OF SAID LOT, 7 FEET AND THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, AS DEDICATED FOR ALLEY BY DOCUMENT NUMBER 11279600), AND ALL OF LOTS 35 TO 38, BOTH INCLUSIVE, IN BLOCK 11 IN INDIAN RIDGE SUBDIVISION BEING A SUBDIVISION OF 40 ACRES IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

ALL THAT PART OF THE NORTH AND SOUTH 14 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 11 TO 14 BOTH INCLUSIVE AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 35 TO 38 BOTH INCLUSIVE; ALSO A TRIANGULAR PART OF THE NORTH AND SOUTH 14 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 10 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10, THENCE WEST 4 FEET ON THE SOUTH LINE OF SAID LOT 10, PRODUCED WEST, THENCE NORTHEASTERLY ON A STRAIGHT LINE TO THE WEST LINE OF SAID LOT 10 TO A POINT 4 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10 AND THENCE SOUTH 4 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 11 OF INDIAN RIDGE SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

ALL THAT PART OF THE NORTH AND SOUTH 7 FOOT VACATED ALLEY LYING EAST OF THE SOUTH 7 FEET OF LOT 7 AND LOTS 8 TO 24 BOTH INCLUSIVE, IN BLOCK 12 OF INDIAN RIDGE <SUBD AFOREMENTIONED; ALSO ALL THAT PART OF VACATED MACKINAW AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 40 TO 44 BOTH INCLUSIVE, AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 61 TO 65 BOTH INCLUSIVE ALL IN MEA'S SUBDIVISION AFOREMENTIONED.

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## EXHIBIT "A" CONTINUED

### PARCEL 4:

THE EAST 880 FEET OF THE SOUTH 462 FEET (EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF DEDICATED FOR EAST 118TH STREET AND ALSO EXCEPTING THEREFROM THE EAST 33 FEET THEREOF DEDICATED FOR SOUTH AVENUE "O") OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THEREFROM THE WEST 32 FEET OF THE EAST 65 FEET OF THE EAST 880 FEET OF THE NORTH 429 FEET OF THE SOUTH 462 FEET OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS).

### PARCEL 5:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IF SAID 1/4 SECTION WERE SQUARED OUT AS IN DEED FROM CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT NUMBER 6798311 LYING EAST OF THE 14 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR THE WIDENING OF BURLEY AVENUE BY DEED DATED SEPTEMBER 29, 1918 AND RECORDED JUNE 17, 1918 AS DOCUMENT NUMBER 6342639 AND SOUTH OF THE SOUTH LINE OF EAST 118TH STREET (EXCEPT THE EAST 50 FEET THEREOF) AND (EXCEPT THE WEST 15 FEET OF EAST 65 FEET OF SOUTH 782.05 FEET OF NORTH 815.05 FEET THEREOF) IN COOK COUNTY, ILLINOIS; ALSO

ALL THAT PART SOUTH BURLEY AVENUE DEDICATED BY DOCUMENT 2559611 TOGETHER WITH ALL THAT PART SOUTH BURLEY AVENUE DEEDED BY DOCUMENT 6342639 BEING 2 ADJOINING STRIPS OF LAND 66 FEET AND 14 FEET IN WIDTH, RESPECTIVELY, IN THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE 33 FEET SOUTH OF AND PARALLEL WITH NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19 AND A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SOUTH EAST 1/4 OF SAID SECTION 19, IN COOK COUNTY, ILLINOIS.

### PARCEL 6:

THAT PART OF THE NORTH 1204.34 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH, 1939 AND SHEETS NUMBER 7 AND 8 DATED MARCH, 1938), TITLED CONTROL SURVEY CALUMET RIVER, AND LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THAT PART OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT OF WAY LYING IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19, SAID WESTERLY RIGHT OF WAY LINE DESCRIBED AS FOLLOWS:

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## EXHIBIT "A" CONTINUED

COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 1192.98 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF SAID FRACTIONAL 1/4 SECTION 19; THENCE NORTH 0 DEGREES 21 MINUTES 45 SECONDS WEST ON A LINE 100 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF THE 66 FOOT STREET DEDICATED BY PLAT FILED FOR RECORD IN THE RECORDER'S OFFICE ON JULY 2, 1897 AS DOCUMENT 2559611, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING THENCE CONTINUING NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 2612.22 FEET TO THE NORTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SAID SECTION 19, SAID POINT BEING ON A LINE 100.93 FEET WEST OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED) LYING THE IN THE NORTHEAST 1/4 OF SAID SECTION 19 AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE SOUTH 0 DEGREES 21 MINUTES 45 SECONDS EAST OF THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, ABOVE DESCRIBED, A DISTANCE OF 331.55 FEET TO A POINT OF BEGINNING; THENCE SOUTH 60 DEGREES 17 MINUTES 38 SECONDS WEST, A DISTANCE OF 1248.12 FEET TO A POINT; THENCE NORTH 72 DEGREES 13 MINUTES 18 SECONDS WEST A DISTANCE OF 111.05 FEET TO A POINT; THENCE SOUTH 60 DEGREES 38 MINUTES 23 SECONDS WEST A DISTANCE OF 382.20 FEET TO A POINT, SAID POINT BEING ON A LINE 78 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1204.34 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 89 DEGREES 08 MINUTES 10 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 287.95 FEET TO THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER (DESCRIBED ABOVE), IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL, THE EAST 39 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

### PARCEL 7:

THAT PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A CERTAIN TRACT OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED OCTOBER 15, 1917 AND RECORDED MARCH 23, 1918 AS DOCUMENT 6292041 AND EAST OF THE U. S. CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY THE U. S. GOVERNMENT, (EXCEPTING THEREFROM THE NORTH 1204.34 FEET AND EXCEPTING THEREFROM THE SOUTH 200 FEET OF THAT PART OF THE SOUTHWEST 1/4 LYING EAST OF THE CALUMET RIVER AND EXCEPT THE SOUTH 200 FEET OF THE WEST 33 FEET OF THE SOUTH EAST 1/4 OF SECTION 19 AFORESAID AND EXCEPT SOUTH 33 FEET OF SAID TRACT), IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE ABOVE DESCRIBED TRACT OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY AND THE SOUTH LINE OF THE NORTH 1204.34 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, THENCE SOUTH 00 DEGREES 21 MINUTES 45 SECONDS EAST OF THE WEST LINE OF SAID RAILROAD A DISTANCE OF 662.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 18 SECONDS WEST, A DISTANCE OF 68.0 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST A DISTANCE OF 663.46 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1204.34 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 08 MINUTES 10 SECONDS EAST OF THE LAST DESCRIBED LINE A DISTANCE OF 68.02 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT "A" CONTINUED

### PARCEL 8:

THE NORTH 883.0 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IF SAID 1/4 SECTION WERE SQUARED OUT AS IN DEED FROM CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT NUMBER 6798311 LYING EAST OF THE 80 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES BY DEED DATED SEPTEMBER 29, 1917 AND RECORDED JUNE 17, 1918 AS DOCUMENT NUMBER 6342629 AND RE-RECORDED JULY 2, 1918 AS DOCUMENT NUMBER 6351917.

EXCEPT THE LANDS CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT NUMBER 2907147;

AND EXCEPT THE EAST 50 FEET OF THE NORTH 464.005 FEET THEREOF;

AND EXCEPT THEREFROM THAT PART THEREOF FALLING WITHIN THE FOLLOWING PARCEL, THAT PART OF SECTIONS 29 AND 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT THAT IS 75 FEET WEST OF THE EAST LINE OF SAID SECTION 30 AND A DISTANCE OF 464.005 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 30, AS MEASURED ALONG SAID EAST LINE OF SAID SECTION 30; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2083.483 FEET FOR A DISTANCE OF 814.582 FEET, (SAID CURVE BEING TANGENT TO THE AFORESAID LINE THAT IS 75 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30 AND ALSO BEING TANGENT TO THE 700 FOOT RADIUS CURVE STATED IN SAID DOCUMENT NUMBER 10690326); THENCE CONTINUING SOUTHEASTERLY ALONG A LINE TANGENT TO THE 2083.483 FOOT RADIUS CURVE A DISTANCE OF 214.78 FEET MORE OR LESS TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD (PENN CENTRAL); ALSO

THE NORTH 883.0 FEET OF ALL THAT PART OF SOUTH BURLEY AVENUE AND SOUTH BALDON AVENUE DEEDED BY DOCUMENT 6342629 AND 6351917 BEING A STRIP OF LAND 80 FEET IN WIDTH IN NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE 150 FEET SOUTH OF AND PARALLEL WITH SOUTH LINE OF EAST 122ND STREET EXTENDED EAST AND A LINE 33 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 30, IN COOK COUNTY, ILLINOIS; ALSO

AND EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 0 DEGREES, 50 MINUTES 18 SECONDS EAST ALONG THE EAST LIEN OF SAID SECTION 30, 883.10 FEET, THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS WEST ALONG A LINE PARALLEL TO AND 883.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 30, 32.52 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O"; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 200.00 FEET; THENCE NORTH 0 DEGREES 50 MINUTES 18 SECONDS WEST, 538.11 FEET; THENCE NORTH 89 DEGREES 9 MINUTES 42 SECONDS EAST, 182.49 FEET OF THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O" THENCE SOUTH 0 DEGREES 50 MINUTES 18 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE

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## EXHIBIT "A" CONTINUED

"O"; 122.54 FEET; THENCE ALONG SIAD RIGHT-OF-WAY LINE OF AVENUE "O" SOUTH 89 DEGREES 9 MINUTES, 52 SECONDS WEST 25.0 FEET; THENCE 421.47 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2,083.48 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 6 DEGREES, 38 MINUTES, 0 SECONDS EAST, 420.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO

AND EXCEPT THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS BOUNDED BY THE FOLLOWING DESCRIBED LINES:

ON THE NORTH BY A LINE SOUTH OF, PARALLEL WITH AND 33 FEET NORMALLY DISTANT FROM THE NORTH LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30; ON THE SOUTH BY A LINE SOUTH OF, PARALLEL WITH AND 183 FEET NORMALLY DISTANT FROM THE NORTH LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30; ON THE EAST BY A LINE EAST OF, PARALLEL WITH AND 247 FEET NORMALLY DISTANT FROM THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30, ON THE WEST BY THE EAST RIGHT OF WAY LINE OF SOUTH BURLEY AVENUE, SAID RIGHT OF WAY LINE BEING A CURVED LINE CONCAVE TO THE WEST AND HAVING A RADIUS OF 2040.08 FEET, IN COOK COUNTY, ILLINOIS.

### PARCEL 9:

THE NORTH 475.0 FEET OF THE WEST 898 FEET OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 33 FEET AND THE WEST 33 FEET THEREOF DEDICATED FOR STREETS BY PLAT OF DEDICATION RECORDED JULY 2, 1897 AS DOCUMENT 2559612, IN COOK COUNTY, ILLINOIS; ALSO

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 SECTION OF 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF SOUTH LINE OF EAST 122ND STREET (BEING A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE, AND AN EASTWARD EXTENSION THEREOF, OF SAID NORTHEAST FRACTIONAL QUARTER) WITH THE EAST LINE OF THE WEST 898 FEET OF SAID NORTHEAST FRACTIONAL QUARTER AND RUNNING THENCE SOUTH 88 DEGREES 52 MINUTES 49 SECONDS EAST ON THE SOUTH LINE OF EAST 122ND STREET A DISTANCE OF 295.41 FEET TO ITS INTERSECTION WITH A LINE 100 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD BY DOCUMENT 6292041; THENCE SOUTH 00 DEGREES 19 MINUTES 21 SECONDS EAST ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1.26 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID RAILROAD, 1.57 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID RAILROAD, BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST, HAVING A RADIUS 1860.08 FEET, AN ARC DISTANCE OF 584.36 FEET TO A POINT OF TANGENT; THENCE CONTINUING SOUTHWESTERLY ON THE WESTERLY LINE OF SAID RAILROAD, TANGENT TO THE LAST DESCRIBED ARC OF 1860.08 FOOT RADIUS, A DISTANCE OF 159.44 FEET; THENCE NORTHWESTERLY ON THE STRAIGHT LINE TO THE POINT OF INTERSECTION OF A LINE 898 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 30 AND A LINE 475 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 30; THENCE NORTH ON SAID LINE 898 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 30 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "A" CONTINUED

EXCEPTING FROM PARCELS 6 AND AND 7 THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER ALL IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER AND LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 21 MINUTES 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 331.55 FEET; THENCE SOUTH 60 DEGREES 17 MINUTES 38 SECONDS WEST 44.74 FEET TO THE POINT BEGINNING; THENCE CONTINUING SOUTH 60 DEGREES 17 MINUTES 38 SECONDS WEST 1203.38 FEET; THENCE NORTH 72 DEGREES 13 MINUTES 18 SECONDS WEST 111.05 FEET; THENCE SOUTH 29 DEGREES 42 MINUTES 22 SECONDS EAST 513.24 FEET; THENCE NORTH 57 DEGREES 42 MINUTES 48 SECONDS EAST 1063.92 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST 439.92 FEET TO THE POINT OF BEGINNING.

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

**Property Common Address:** 207 Acres located between South 116<sup>th</sup> and 122<sup>nd</sup> Streets and Avenue O and the Calumet River, Chicago, IL 60633

**PIN / County:** #26-19-200-028-0000, 029-0000, 031-0000, 032-0000, 035-0000, 034-0000, 036-0000, 26-19-202-023-0000, 024-0000, 26-19-203-021-0000, 022-0000, 26-19-204-017-0000, 018-0000, 26-19-205-017-0000, 018-0000, 019-0000, 26-19-206-024-0000, 043-0000, 044-0000, 045-0000, 046-0000, 047-0000, 048-0000, 049-0000, 26-19-207-001-0000, 002-0000, 003-0000, 004-0000, 26-19-301-004-0000, 005-0000, 007-0000, 26-19-400-012-0000, 013-0000, 014-0000, 015-0000, 016-0000, 017-0000, 018-0000, 26-19-401-003-0000, 005-0000, 006-0000, 26-30-200-006-0000, 008-0000, 010-0000, 26-30-201-006-0000, 011-0000