

UNOFFICIAL COPY



Doc#: 0609643342 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/06/2006 02:14 PM Pg: 1 of 14

2006 675-24 D 224923

Property of Cook County Office

WHEN RECORDED MAIL TO:

Michael B. Shteamer, Esq.
SHUGHART THOMSON & KILROY, P.C.
120 West 12th Street
Kansas City, MO 64105

14
0

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, dated effective as of the 1st day of February, 2006, by and between Chicago Title Land Trust Company, an Illinois corporation, not personally but as Trustee under Trust Agreement No. 52076 dated May 3, 1968, whose address is 527 South Wells, Suite 700, Chicago, Illinois 60607 (herein "Borrower"), to and for the benefit of Americo Financial Life and Annuity Insurance Company, a Texas corporation, with an address at 300 West 11th Street, Kansas City, Missouri 64105 (herein "Lender").

WHEREAS, Borrower is indebted to Lender pursuant to the following promissory note of even date herewith in the principal sum of Four Million Three Hundred Thousand Dollars (\$4,300,000.00) ("Note") which Note is additionally secured by the Loan Documents (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

1. Definitions. As used herein the following terms shall mean:

(a) "Guaranty" or "Guaranties" means any guaranty of payment, collection or performance by any person of the Leases or Rents (as both terms are defined below) and any obligations thereunder, and all amendments, extensions and modifications thereof.

Box 400-CTCC

UNOFFICIAL COPY

(b) “Leases” means the entire lessor’s or landlord’s interest in and to any and all existing and future leases, rental agreements or tenancies, whether written or oral, now existing or hereafter coming into existence, covering or affecting any or all of the Property (as defined below), and all extensions, renewals and modifications thereof.

(c) “Loan Documents” means this Assignment, Mortgage and Note (as defined below) and any and all other documents executed in connection with the foregoing, and all amendments, extensions and modifications thereof.

(d) “Mortgage” means that certain Mortgage and Security Agreement affecting the Property and securing the Note (as defined below) and all other Obligations (as defined below) from Assignor to Lender, together with all amendments, extensions and modifications thereof.

(e) “Note” means the promissory note of even date herewith in the principal sum of Four Million Three Hundred Thousand Dollars (\$4,300,000.00) payable to Lender, and all amendments, extensions and modifications thereof.

(f) “Obligations” means:

(i) the payment of the principal amount, interest and all indebtedness evidenced by the Note;

(ii) the payment of all other sums, with interest thereon, becoming due and payable to the Lender under the provisions of this Assignment and the Loan Documents; and

(iii) the performance and discharge of each and every other obligation, covenant, agreement or liability of the Assignor contained herein, in the Loan Documents.

(g) “Property” means all the real property and all improvements situated thereon in the County of Cook, State of Illinois, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

(h) “Rents” means all rents, royalties, income, issues, profits, security deposits, payments and other benefits of any kind presently or hereafter arising from the Leases and the use, possession or occupation of all or any portion of the Property, whether same accrue before or after foreclosure of any mortgage or during any applicable redemption period.

2. Grant of Assignment. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, DOES HEREBY ABSOLUTELY AND UNCONDITIONALLY GRANT, TRANSFER AND ASSIGN to Lender all Assignor’s right, title and interest in and to all present and future Leases, Rents and Guaranties, and Lender shall be entitled to receive all of the benefits and exercise all of the rights related to or arising therefrom in the same manner and to the same extent as Assignor.

This is a perfected, absolute and present assignment. Assignor intends that the Rents absolutely assigned hereunder are no longer, during the term of this Assignment, property of

UNOFFICIAL COPY

Assignor or Assignor's estate as defined by 11 U.S.C. § 541 of the U.S. Bankruptcy Code and will not constitute collateral, cash or otherwise, of Assignor. Notwithstanding any law to the contrary, in the event of any Default (as defined hereunder), and if there is any law requiring Lender to take actual possession of the Property (or some action equivalent thereto, such as securing the appointment of a receiver) in order for Lender to "perfect" or "activate" its rights and remedies as set forth herein, then Assignor waives the benefits of such law and agrees that such law shall be satisfied solely by: (1) Lender sending Assignor written notice that Lender intends to enforce, and is enforcing, its rights in and to the Property and the Rents and other items assigned herein; and (2) Lender sending written notice to any or all tenants on the Property (hereinafter, "Tenants") that said Tenants should commence making payments under the Leases directly to Lender or its designee.

So long as there shall exist no Default hereunder, Assignor shall have a revocable license, as Lender's agent, to collect at the time of, but not prior to, the date provided for the payment thereof, all Rents, and to retain, use and enjoy the same. The revocable license granted hereunder shall automatically terminate without further action by Lender, except for written notice to Assignor at Assignor's address provided herein, if a Default occurs as defined hereunder. This Assignment shall survive any merger of the Lessors' and Tenants' interests under any and all of the Leases, and such Leases shall remain in full force and effect with all Rents payable thereunder to remain the property of Lender pursuant to the terms and conditions of this Assignment.

3. Warranties and Representations with Respect to Leases, Rents and Guaranties.
The Assignor warrants and represents to Lender that

(a) Assignor is the sole owner of the entire lessor's or landlord's interest in the Leases, Rents and Guaranties, free and clear of all other liens and encumbrances, and has good right, title and interest in and to the Property;

(b) the Leases and Guaranties are valid and enforceable, and to the best of Assignor's knowledge are not in default under any of the terms, covenants or conditions thereof;

(c) no Rents reserved in said Leases have been assigned, waived, discounted, compromised, released or anticipated;

(d) no Rent for any period subsequent to the date of this Assignment has been collected more than one month in advance of the time when the same shall become due under the terms of said Leases; and

(e) Assignor has the right, power and authority under the Leases and Guaranties to execute and deliver this Assignment and to keep and perform all its obligations hereunder without causing or creating any default under any of the Leases.

4. Covenants of Assignor with Respect to Leases, Rents and Guaranties. Assignor covenants and agrees with Lender:

UNOFFICIAL COPY

(a) to promptly and fully comply with, observe and perform all of Assignor's material obligations under the Leases;

(b) to enforce and secure the performance of each and every material obligation to be performed by the Tenants under the Leases and not to do or permit to be done anything to impair the security thereof;

(c) at the Lender's request, to assign and transfer to the Lender any and all subsequent Leases upon all or any part of the Property and to execute and deliver at the request of the Lender all such reasonable further assurances and assignments in the Property as the Lender shall from time to time require;

(d) until the Obligations are paid in full, to deliver to Lender executed copies of any and all present and future Leases, together with an estoppel certificate and subordination agreement in form and content reasonably acceptable to Lender, executed by each Tenant on the Property. Assignor expressly consents to any subordination and/or attornment agreement which may be made between any Tenant and Lender;

(e) to make, execute and deliver unto Lender, upon demand and at any time, any and all assignments and other instruments which Lender may reasonably request to further evidence the assignment of such Leases, Rents and Guaranties. The costs of preparing and recording said instruments shall be paid by Assignor;

(f) to warrant and defend the Leases, Rents and Guaranties against all adverse claims, now existing or hereafter arising;

(g) to promptly notify Lender of any monetary or other material breach or default by any Tenant or Assignor of any Lease involving ten percent (10%) or more of the leasable space in the Property;

(h) to promptly notify Lender of any event or notification that any guarantor of any Guaranty related to a Lease with respect to ten percent (10%) or more of the leasable space in the Property, may claim or claims a defense to liability, in full or in part, with respect to such Guaranty;

(i) to appear in and defend any action or proceeding, at Assignor's sole cost and expense, arising under, growing out of or in any manner connected with the Leases, Rents, Guaranties or this Assignment, and to pay all costs and expenses of Lender, including without limitation, reasonable attorneys' fees incurred by Lender in any such action or proceeding in which it shall appear; and

(j) that Assignor shall not, without Lender's prior written approval, modify or cancel any lease except as permitted in the Mortgage.

5. Defaults and Remedies.

UNOFFICIAL COPY

(a) Default. This Assignment shall be deemed to be in "Default" in the event that:

(i) After expiration of applicable notice and cure period, Assignor shall fail to perform any of its obligations or undertakings hereunder, or any of the representations and warranties contained herein shall be untrue, inaccurate or misleading; or

(ii) any default has occurred pursuant to the terms of the Mortgage, the Note, or any of the other Loan Documents, and such default has not been cured within the applicable cure period, if any; or

(iii) any default has occurred by one or more Tenants under one or more Leases which in the aggregate cover more than ten percent (10%) of the leasable space of the Property, and all such defaults have not been cured within ten (10) days; or

(b) Default Under Loan Documents. Any Default under this Assignment shall, at the sole option of Lender, constitute and be deemed to be a default under the terms of any or all other Loan Documents, entitling Lender to each and every right, power, and remedy contained in such other Loan Documents.

(c) Remedies. Upon or at any time after the occurrence of a Default, Assignor's license to collect the Rents shall automatically terminate with no action required on Lender's part (other than mailing notice to Assignor as required herein), and the Lender may, at its option, with or without notice:

(i) declare all indebtedness secured hereby or by the Loan Documents immediately due and payable;

(ii) either in person or by agent, upon an action or proceeding, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender may deem proper. Assignor hereby unconditionally and irrevocably consents to the appointment of a receiver in the event of a Default;

(iii) to the extent permitted under the Leases, cancel, enforce or modify the Leases, fix or modify Rents, obtain or evict Tenants, and do any acts which Lender deems proper to protect the assignments hereof;

(iv) make written demand on the Tenants for payment of all present and future Rents directly to Lender, and file with the Recorder of Deeds in the County where the Property are situated a notice of default with instructions for the payment of Rents to Lender;

(v) institute and carry on all actions and proceedings deemed necessary for enforcement of the Leases and the recovery of all Rents and/or possession of all or any portion of the Property. Lender may in its own name, demand, sue, or otherwise collect and receive all Rents, including those past due and unpaid, with or without taking possession of the Property (either actually or through a receiver);

UNOFFICIAL COPY

(vi) apply such Rents to the payment of: (1) all expenses of managing the Property, including, without limiting the generality of the foregoing, the salaries, fees and wages of a managing agent or receiver and such other employees as the Lender may deem necessary or desirable, and all expenses of operating and maintaining the Property, including, without limiting the generality of the foregoing, all taxes, charges, claims, assessments, utilities, water rents, sewer rents, insurance and any other expenses which the Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements to the Property, and all expenses incident to taking and retaining possession of the Property, and (2) the principal sum, interest and indebtedness secured hereby and by the Loan Documents, together with all costs and attorneys' fees, in such order of priority as the Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding;

(vii) take or release other security for the Obligations, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of such Obligations without prejudice to any of its rights under this Assignment;

(viii) take any and all actions necessary and proper to assign, convey or sell all right, title and interest of Lender in and to all of the Leases, Rents and Guaranties, to any person or entity, either in connection with a foreclosure on the Property or otherwise;

(ix) give notice of default to Assignor, and thereafter Assignor shall hold all further Rents received solely for Lender and shall forthwith account for and transmit such Rents to Lender in the form received by Assignor. In such event, Assignor shall not commingle such funds with any funds of Assignor. Any Rents which accrue prior to a Default but are paid thereafter shall also be paid to Lender.

Nothing contained in this Assignment and no act done or omitted by the Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Lender under the terms of the Loan Documents.

IN THE EVENT OF A DEFAULT HEREUNDER, THIS ASSIGNMENT SHALL CONSTITUTE A DIRECTION AND FULL AUTHORITY TO ALL TENANTS OF THE PROPERTY, AND GUARANTORS OF THE LEASES, TO PAY ALL RENTS TO LENDER WITHOUT RELYING UPON PROOF OF DEFAULT. ASSIGNOR PRESENTLY AND IRREVOCABLY AUTHORIZES ALL TENANTS OF THE PROPERTY AND ALL GUARANTORS OF THE LEASES TO RELY UPON AND COMPLY WITH ANY NOTICE OR DEMAND BY LENDER FOR THE PAYMENT TO LENDER OF ANY RENTS DUE OR TO BECOME DUE. ASSIGNOR SHALL HAVE NO CLAIM AGAINST TENANTS OR ANY GUARANTORS OF THE LEASES FOR ANY RENTS PAID BY TENANTS OR THE GUARANTORS TO LENDER AS PROVIDED IN THE DEMAND OR NOTICE OF LENDER.

6. Non-Recourse Loan; Exculpation. Except as otherwise set forth in this Section, the liability of the Assignor and the Responsible Parties (as that term is defined in the Note)

UNOFFICIAL COPY

under the Loan Documents shall be limited to, and satisfied from, the Property and the proceeds thereof, the rents and all other income arising from the Property, and any other assets of Assignor related to the Property (collectively referred to as the "Collateral") which are given as collateral for the Note. Nothing contained in this Section shall: (i) preclude Lender from foreclosing the lien of the Mortgage or from enforcing any of its rights or remedies under the Loan Documents; (ii) limit the right of Lender to name Assignor as a party defendant in any action brought under Loan Documents so long as execution on any judgment is limited to the Collateral; and (iii) prohibit Lender from pursuing all of its rights and remedies against any guarantor, if any. Notwithstanding the above, the Lender shall have the right to pursue recourse liability against the Assignor and the Responsible Parties, jointly, severally, and unconditionally, in the event of (collectively, the "Exceptions to Non-Recourse"):

(a) fraud, waste, misappropriation or misapplication of funds, willful misrepresentation, or willful damage by Borrower to the Property;

(b) the filing of a petition in bankruptcy by Assignor, whether voluntary or involuntary (and not dismissed within sixty (60) days), or a petition or answer seeking any reorganization, arrangement, composition, liquidation, dissolution by Assignor, or similar relief under the bankruptcy laws of the United States or under any other similar federal, state, or other statute relating to relief from indebtedness, or a receiver, trustee, or liquidator should be approved with respect to the Assignor, the Property (or any part thereof), or the Collateral;

(c) the failure of any uncured obligations for environmental liabilities as set forth in the Environmental Indemnity Agreement;

(d) collection and receipt of proceeds and income from the Property which are not paid to Lender pursuant to this Instrument, the Note, or the other Loan Documents or applied to the Property in the ordinary course of business (except to the extent that Assignor did not have the legal right, because of a bankruptcy, receivership or similar judicial proceeding, to direct the disbursement of such sums);

(e) an unpermitted sale or transfer as more fully set forth in paragraph 19 of the Mortgage;

(f) failure to allow Lender to inspect the Property or books, records and contracts of Assignor affecting the Property; or

(g) failure to apply insurance proceeds, condemnation awards, security deposits from tenants and other sums received by Assignor as owner of the Property and not applied in accordance with the Loan Documents (except to the extent Assignor did not have the legal right because of bankruptcy or similar judicial proceeding, to direct the disbursement of such sums).

7. Liability of Lender. The Lender shall not be liable for any loss sustained by the Assignor or any other person resulting from the Lender's failure to let the Property after Default nor from any other act or omission of the Lender in managing the Property after Default nor in exercising any of the rights or powers granted to Lender hereunder or under any of the Loan

UNOFFICIAL COPY

Documents. The Lender shall not be obligated to perform or discharge, nor does the Lender hereby undertake to perform or discharge, any obligation, duty or liability under the Leases. Assignor shall, and does hereby agree to, indemnify the Lender for, and to hold the Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should Lender incur any such liability under said Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount of such liability, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and the Assignor shall reimburse the Lender therefor immediately upon demand. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Lender responsible or liable for any waste committed on the Property by the Tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of said Property resulting in loss, injury or death to any Tenant, licensee, employee or stranger.

8. Attorney-in-Fact. After an event of Default Assignor hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Lender may deem necessary to make this assignment and any further assignment effective, including, without limited the generality of the foregoing, the right to endorse on behalf and in the name of Assignor all payments of Rents that are made payable to Assignor.

9. Miscellaneous.

(a) Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Lender a mortgagee in possession.

(b) Security Deposit. Assignor acknowledges and agrees that the Rents absolutely and presently assigned to Lender include any and all security deposits held by Assignor under the terms of the Leases. Assignor may hold such security deposits pursuant to the revocable license granted herein unless and until an event of Default hereunder, at which time any and all such security deposits shall be paid directly to Lender.

(c) Payment of Obligations. Upon payment in full of the Obligations secured hereby and by the Loan Documents, this Assignment shall become and be void and of no effect; provided, however, that the affidavit, certificate, letter or statement of any officer, agent or attorney of the Lender showing any part of said Obligations remaining unsatisfied shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person or entity may, and is hereby authorized to, rely thereon. The rights and powers of Lender hereunder shall continue and remain in full force and effect until all Obligations, including any deficiency remaining from a foreclosure sale, are satisfied in full, and

UNOFFICIAL COPY

shall continue after commencement of foreclosure action and a foreclosure sale and until expiration of any period of redemption if Lender is the purchaser at such sale.

(d) Successors and Assigns. This Assignment, and each and every covenant, agreement and provision hereof, shall be binding upon and inure to the benefit of Assignor and Assignor's successors and assigns and shall bind and inure to the benefit of the Lender and its successors and assigns. As used herein, the words "successors and assigns" shall be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment and the assigns or successor in interest of any other entity who is a party to this Assignment.

(e) Controlling Documents. In case of any conflict between the terms of this instrument and the terms of the Mortgage with respect to the assignment of Leases, Rents, and Guaranties, the terms of this Assignment shall prevail. In all other respects, the terms of the Mortgage shall prevail.

(f) State Law. This Assignment, and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the state where the Property is located. Assignor declares that the Loan secured hereby is for business and commercial purposes and no land securing said Loan is for agricultural or residential use.

(g) Severability. It is the intent of this Assignment to confer upon Lender the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions contained herein unenforceable or invalid. Any provision found unenforceable or invalid shall be severable from this Assignment.

(h) Amendment. This Assignment and the Loan Documents shall be considered the entire agreement between the parties. This Assignment can be amended only in writing signed by Assignor and Lender.

(i) Notice. Any notice required to be given by Lender or Assignor under this Assignment shall be deemed to have been given when made pursuant to the notice provisions contained in the Mortgage.

(j) Acceptance of Assignment. This Assignment shall be deemed to be and shall become effective upon the execution hereof by Assignor and delivery of the same to Lender. It shall not be necessary for Lender to execute any acceptance hereof or otherwise signify or express its acceptance hereof.

(k) Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants,

UNOFFICIAL COPY

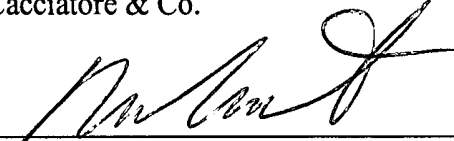
Acknowledgment and Agreement of Responsible Parties to Personal Liability for the Exceptions to Non-Recourse.

The Responsible Parties (each for himself/herself if more than one) hereby represent to Lender that (s)he has a direct or indirect ownership interest in the Borrower and that (s)he participates directly or indirectly in the management of the Borrower.

BY SIGNING BELOW, the undersigned Responsible Parties (each for himself/herself if more than one) understand, accept and agree to the provisions of the Exceptions to Non-Recourse. No transfer of Responsible Parties' ownership interest in Borrower or in any entity which directly or indirectly has an ownership interest in Borrower shall release Responsible Parties from liability in regard to the Exceptions to the Non-Recourse.

RESPONSIBLE PARTIES:

Jos. Cacciatore & Co.

By: 

Name: Peter C. Cacciatore

Title: President

Address: 527 S. Wells St,
Chicago - Ill,



Name: Peter C. Cacciatore

Address: Same

UNOFFICIAL COPY

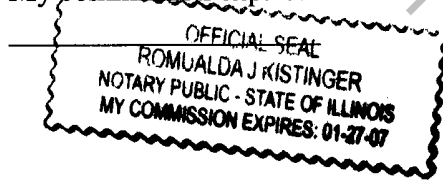
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS:

I, Romualda J. Kisting, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Peter C. Cacciatore, the President of Jos. Cacciatore & Co., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that (s)he signed and delivered said instrument as the free and voluntary act of said corporation.

GIVEN under my hand and notarial seal this 1 day of Feb., 2006.

Romualda J. Kisting
Notary Public

My commission expires:

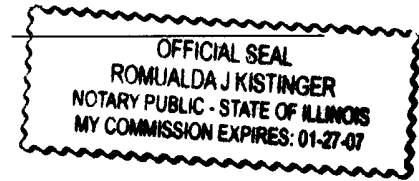


STATE OF ILLINOIS)
)
COUNTY OF Cook) SS:

On this 1 day of Feb., 2006, before me, Romualda J. Kisting, a Notary Public in and for said state, personally appeared Peter C. Cacciatore, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same for the purposes therein stated.

Romualda J. Kisting
Notary Public

My commission expires:



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

The North 305 feet of the East ½ of the Northeast ¼ of the Northeast ¼ of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian except the East 277.79 thereof and except that part falling in roads in Cook County, Illinois.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by Storm Sewer Easement Agreement dated October 7, 2005 and recorded January 20, 2006 as document number 0602003057 by IL-Westbrook Corporate Center, L.L.C., a Delaware limited liability company and Chicago Title Land Trust Company as Trustee under Trust Agreement dated May 3, 1968 and known as Trust Number 52076 for the purpose of construction, maintenance, repair, replacement and operating of the Storm Sewer under, through and across the easement premises, together with the right, permission and authority to enter upon such portions of the easement premises from time to time as may be reasonably necessary for the purpose of maintaining, repairing, replacing and operating the storm sewer and exercising the rights and performing the obligations of Grantee in accordance with the terms of this Agreement over the following described land:

That part of the East half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, being a strip of Land 15.00 feet in width bounded and described as follows: beginning at the point of intersection of the South line of the North 305.00 feet of said East half of the Northeast Quarter of the Northeast Quarter of Section 30, with a line parallel with the East line of said Northeast Quarter of Section 30, with a line parallel with the East line of said Northeast Quarter of Section 30, said point of intersection being 274.54 feet West of the East line of the Northeast Quarter of said Section 30 as measured along said South line of the North 305.00 feet thereof, and running; thence South 00 degrees 19 minutes 42 seconds East (the basis of bearing being assumed) along said parallel line, a distance of 60.00 feet to an intersection with a line parallel with the South line of the North 305.00 feet aforesaid; thence North 89 degrees 57 minutes 51 seconds West along the last described parallel line, a distance of 15.00 feet, to an intersection with a line parallel with the East line of the Northeast Quarter of Section 30 aforementioned; thence North 00 degrees 19 minutes 42 seconds West along the last described parallel line, a distance of 60.00 feet, to the point of intersection with said South line of the North 305.00 feet of the East half of the Northeast Quarter of the Northeast Quarter of Section 30; thence South 89 degrees 57 minutes 51 seconds West along said South line of the North 305.00 feet, a distance of 15.00 feet, to the point of beginning, in Cook County, Illinois.

Parcel 3:

A non-exclusive easement for the benefit of Parcel 1 as created by Reciprocal Access Easement Agreement dated January 24, 2006 and recorded February 17, 2006 as document Number 0604831037 from Lakeside Bank, as Trustee under Trust Agreement dated May 25, 2004 and known

UNOFFICIAL COPY

as Trust number 10-2669 to Chicago Title and Trust Company, a corporation of Illinois as Trustee under Trust Agreement dated May 3, 1968 and known as Trust Number 52076 for a perpetual, non-exclusive easement for vehicular and pedestrian access, ingress and egress over the following described land:

The West 47.0 feet of the North 168.47 feet of the North 305 feet of the East 277.79 feet of the East half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, (except that part thereof taken by condemnation on July 30, 1957, Case No. 57-S-11371 for road widening) in Cook County, Illinois and;

The South 22.0 feet of the North 30 feet of the East 277.79 feet of the East half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, (Except the East fifty feet taken for highway purposes as described in Doc. No. 13785130) in Cook County, Illinois.

SOUTH WEST CORNER OF
WESTCHESTER + CERMAK

Westchester
~~CERMAK~~, ILLINOIS

15-30-200-028-0000

15-30-200-033-0000 (part of)