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THIS INSTRUMENT WAS PREPARED BY:

as made by:
Harold S. Dembo *Mindy Sherman*
Mach Shelist *Perkins Coie LLP*
191 North Wacker Drive, Suite 1800
Chicago, Illinois 60606 *131 S. Dearborn St.*
60603 Suite 1700

Doc#: 0634034051 Fee: \$52.00
Eugene "Gene" Moore FHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2006 09:58 AM Pg: 1 of 15

File No. 2778792.0003

Property Address:
600 E. Rand Road, Arlington Heights, Illinois
400 Town Line Road, Mundelein, Illinois

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NCS 241 462
DEC CMC*

JUNIOR ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of the 30th day of NOVEMBER, 2006, by **CENTRAL REALTY CORP.**, an Illinois corporation with its principal place of business at 7150 Capitol Drive, Wheeling, Illinois 60090 (hereinafter referred to as the "**Borrower**"), in favor of **HAWK OPERATIONS, LLC.**, a Delaware limited liability company having an address at 122 S. Michigan Ave., Suite 1000, Chicago, IL 60603 (hereinafter referred to as the "**Lender**").

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WITNESSETH:

WHEREAS, Lender has assigned to Garden Fresh - Round Lake Beach Inc. ("**Round Lake Beach Assignee**"), pursuant to an Assignment and Assumption of Lease ("**Round Lake Beach Assignment**"), its rights, title and interest in, to and under that certain Lease dated June 10, 1999 (as it may be amended, the "**Lease**") with Apex Investment Associates, Inc. and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated December 15, 1975 and known as Trust No. 38246, as landlord, with respect to certain demised premises located at 965 E. Rollins, Round Lake Beach, Illinois. Notwithstanding the foregoing assignment of the Lease to the Round Lake Beach Assignee, Lender may remain liable for obligations of the tenant under the Lease. Borrower was required, in consideration of Lender's transfer to Borrower of the Mortgaged Premises herein described, to assume, jointly and severally with Round Lake Beach Assignee, all of tenant's and assignee's obligations under the Round Lake Beach Assignment (including without limitation the obligation to indemnify Lender and others for non-performance by the Round Lake Beach Assignee of obligations under the Lease) (collectively, the "**Junior Assumed Obligations**"). and

WHEREAS, to secure payment and performance of the Junior Assumed Obligations; the Borrower has executed and delivered to the Lender a Junior Mortgage and Security Agreement of even date herewith (hereinafter called the "**Mortgage**"), covering, inter alia, real estate, legally described on **Exhibit A** attached hereto and hereby made a part hereof, and the buildings and improvements and certain furniture, fixtures, furnishings, equipment, machinery and personal property owned by the Borrower now or hereafter located thereon (hereinafter collectively called

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the "**Mortgaged Premises**") (capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Mortgage); and

WHEREAS, the Lender has required the execution of this Assignment.

NOW, THEREFORE, in consideration of the premises, and in further consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid by the Lender to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby grant, transfer, assign, set over and deliver to the Lender all of the Borrower's right, title and interest in, to and under all leases, subleases, licenses, concessions, tenancies and any other agreements creating the right of possession or the right of use without a transfer of title, whether written or oral, now or hereafter existing, and covering all or any part of the Mortgaged Premises, together with any and all security deposits made thereunder, all extensions, amendments, modifications, renewals and replacements of any thereof, and any guaranties of the lessee's, sublessees, licensees, concessionaires, tenants or users (hereinafter collectively called "**Lessees**") obligations under any thereof, each of said leases, subleases, licenses, concessions, tenancies and agreements now existing and hereafter executed or entered, together with all such deposits, extensions, amendments, modifications, renewals, replacements and guaranties, being hereinafter collectively referred to as the "**Leases**." In addition to the foregoing, the Borrower does further hereby grant, transfer, set over and assign to the Lender all of the rents, income, revenues, royalties, issues, avails and profits, including, without limitation, all amounts payable to the Borrower on account of maintenance, repairs, taxes, insurance and common area or other charges by any other party to any Lease, and all amounts paid in compromise or in cancellation of Leases by any party thereto other than the Borrower, now or hereafter accruing or owing under or from Leases or otherwise from the Mortgaged Premises or any part thereof, whether accruing before or after foreclosure of the Mortgage or during any period of redemption therefrom (hereinafter collectively called "**Rents**"). All of said Leases and Rents are being hereby granted, transferred, set over and assigned for the purpose of securing:

(i) payment and performance of the Junior Assumed Obligations (the "**Liabilities**"); and

(ii) Performance and discharge of each and every other obligation, covenant and agreement of the Borrower contained herein, in the Mortgage, and in any other instrument which secures or refers to the Junior Assumed Obligations (collectively, the "**Loan Documents**").

1. To protect the security of this Assignment, the Borrower agrees as follows:

1.1. To faithfully abide by, observe, perform and discharge each and every term, condition, obligation, covenant and agreement which the Borrower is now, or hereafter becomes, liable to observe, perform or discharge under the Leases; to give prompt written notice to the Lender of any notice of default under any Lease on the part of the Borrower received from a Lessee under any Lease, together with a accurate, complete copy of any such notice; and, at the sole cost and expense of the Borrower, to

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enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the Lessees under the Leases.

1.2. At the Borrower's sole cost and expense, to appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or affecting any of the Leases or the obligations, duties or liabilities of the Borrower or any Lessee thereunder, and to pay all costs and expenses of the Lender, including reasonable attorneys' fees (prior to trial, at trial and on appeal), incurred in connection with any such dispute, action or proceeding in which the Lender may appear or with respect to which it may otherwise incur costs or expenses, whether or not the Lender prevails therein.

1.3. Should the Borrower fail to make any payment or to do any act as herein provided, then the Lender may, but without obligation to do so, without notice or demand to or upon the Borrower, and without releasing the Borrower from any obligation hereof, make or do the same in such manner and to such extent as the Lender may deem necessary or desirable to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and observing, performing and discharging each and every obligation, covenant and agreement of the Borrower in the Leases contained. In exercising any such powers, the Lender may pay its costs and expenses, employ counsel and incur and pay reasonable attorneys' fees (prior to trial, at trial and on appeal).

1.4. To reimburse the Lender, upon demand, for all the sums expended by the Lender under the authority hereof, together with interest thereon at the Default Rate from the date expended.

1.5. Until the Liabilities shall have been paid and performed in full, the Borrower covenants and agrees to provide the Lender with any executed copies of all Leases, to assign to the Lender any and all subsequent Leases upon all or any part of the Mortgaged Premises, and to make, execute and deliver to the Lender, upon demand, any and all instruments that may be necessary or desirable therefor or to otherwise effectuate the terms of this Assignment. The terms and conditions of this Assignment shall, however, apply to any such subsequent Leases, whether or not such instruments are executed or delivered by the Borrower.

1.6. Borrower agrees, without the prior consent and approval of the Lender, not to lease (whether long term or on a month to month basis) the Mortgaged Premises or any portion thereof; not to reduce rents, or accept rents more than one (1) month in advance; not to incur any indebtedness for borrowed money or otherwise to the tenant or guarantor of any Lease; not to waive, excuse or condone or in manner release or discharge the Lessees thereunder from any obligation, covenant, condition or agreement by said Lessee to be performed thereunder, including the obligation to pay the rental called for in the Leases in the manner and at the places and times specified therein; and not to modify, amend, extend or in any way alter the terms of said Leases and not to

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terminate the term of or accept a surrender thereof; and not to enter into any new Lease. The Borrower does by these presents expressly release, relinquish and surrender unto the Lender all of the Borrower's right, power and authority to modify, amend, extend, waive or in any manner alter the terms and provisions of the Leases, to reduce Rents, to waive, excuse or condone a default by a Lessee, to release or discharge any Lessee, to cancel or terminate the term of a Lease or to accept a surrender thereof, and to enter into any new Lease. Any attempt on the part of the Borrower to exercise any such right, power or authority, without the prior written consent of the Lender, shall be a nullity and shall be a default hereunder.

1.7. Borrower agrees not to consent to any assignment or sublease by a Lessee of any of its rights, title or interest in, to or under any Lease, unless such assignment or sublease is specifically authorized by the Lender in writing or unless such assignment or sublease is specifically permitted under the terms of such Lease.

2. The Borrower hereby covenants and represents and warrants to the Lender that:

2.1. The Borrower has good right and lawful authority to assign, and has not executed any prior assignment or alienation of, its rights, title and interest in, to and under the Leases and in the Rents, or otherwise encumbered the same, except by the Mortgage.

2.2. The Borrower has not performed or committed any act or executed any instrument, and is not bound by any law, statute, regulations, order, mortgage, indenture, contract or agreement, which might prevent the Lender from operating under any of the terms and provisions hereof, or which would limit the Lender in such operation.

2.3. No Rental has been or will be paid by any Lessee, nor has been or will be collected or accepted by the Borrower, for more than one (1) month in advance, and the payment of none of the Rents to accrue for any portion of the Mortgaged Premises has been or will be in any other manner anticipated, waived, released, excused, reduced, discounted, or otherwise discharged or compromised by the Borrower. The Borrower hereby waives any right of set off against any person in possession of any portion of the Mortgaged Premises. The Borrower has not incurred and shall not incur any indebtedness to any Lessee.

2.4. The Borrower shall not execute or agree to any other assignment, pledge, encumbrance or transfer of any of the Leases or Rents.

2.5. The Leases in existence as of the date of this Assignment are in full force and effect and have not been amended or modified; and there is no default now existing under the Leases, nor has any event occurred which, with the passage of time and/or the giving of notice, would constitute a default thereunder, which has not been cured.

2.6. The Borrower shall not permit any of the Leases to become subordinate to any lien other than the liens hereof and of, or as permitted by, the Mortgage.

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3. It is mutually agreed that:

3.1. This is a present, absolute, effective and completed assignment by the Borrower to the Lender of the Leases and Rents. However, so long as there exists no default or Default under the Mortgage, and no default exists in the performance of any obligation, covenant or agreement herein contained, the Borrower shall have a conditional license to collect, but not more than one (1) month in advance, all Rents from the Mortgaged Premises, in trust for the Lender, and to use the same for payment of Taxes (as that term is defined in the Mortgage), insurance premiums which the Borrower is required to pay under Section 8 of the Mortgage, all other costs and expenses which the Borrower is required to pay under and pursuant to the Mortgage and to this Assignment, and the Indebtedness secured hereby, as and when due, before using said Rents for any other purpose.

3.2. Upon or at any time after the occurrence of a Default under the Mortgage, or a default in the performance of any obligation, covenant or agreement herein contained, or if any representation or warranty made by the Borrower to the Lender in connection herewith is untrue in any material respect, the Lender may, at its option, without notice, either in person or by agent, without regard for the adequacy of the security for the Indebtedness secured hereby or the solvency of the Borrower, with or without bringing any action or proceeding, or by a receiver or trustee to be appointed by a court, enter upon, take possession of, maintain, manage and operate the Mortgaged Premises, make, enforce, modify and accept the surrender of Leases, obtain or evict tenants, fix or modify Rents, refund and collect security deposits, make tenant improvements, and do any acts which the Lender deems proper to protect the security hereof, and either with or without taking possession of the Mortgaged Premises, in its own name or in the Borrower's name, sue for or otherwise demand, collect and receive all Rents, and apply the same upon the costs of collection thereof, including the reasonable fees and costs of agents and attorneys employed by the Lender; upon the costs of managing and operating the Mortgaged Premises, including taxes, insurance, maintenance, repairs and the fees of a professional managing agent; and upon any indebtedness secured hereby, in such order as the Lender may determine, subject to applicable statutory requirements, if any. The Lender or such a receiver shall be entitled to remain in possession of the Mortgaged Premises and to collect the Rents throughout any statutory period of redemption from a foreclosure sale. The entering upon and taking possession of the Mortgaged Premises, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any Default or waive, modify or affect any notice of default, or invalidate any act done pursuant to such Default or notice of default. The Lender may, without entering into possession or pursuing any other remedy as provided in this section or at law or in equity, or in conjunction with such possession or pursuit of other remedy, give notice to any or all Lessees authorizing and directing said Lessees to pay Rents directly to the Lender. If a Lessee receives such a notice, the Borrower hereby directs such Lessee to make payment pursuant thereto, and it shall be conclusively presumed, as between the Borrower and such Lessee, that the Lessee is obligated and entitled to make such payment to the Lender, and that such payment constitutes payment of Rents under the Lease in question. Such notice may be given

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either in the Lender's or in the Borrower's name. The Borrower shall in every way facilitate the payment of Rents to the Lender, when the Lender has the right to receive the same hereunder. The Lender shall be accountable only for Rents actually collected hereunder and not for the rental value of the Mortgaged Premises. The Lender's failure to collect, or discontinuance from collecting, at any time, and from time to time, any Rents shall not in any manner affect the rights of the Lender to thereafter collect the same. The Borrower hereby grants to the Lender an irrevocable power of attorney to perform all of the acts and things provided for in this section as the Borrower's agent and in the Borrower's name.

3.3. The Lender shall not be deemed to be a partner or, or a joint venturer with, the Borrower with respect to the Mortgaged Premises, or to be a participant of any kind in the management or operation of the Mortgaged Premises. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Lease, or with respect to the Mortgaged Premises or the inspection, maintenance or repair thereof, under or by reason of the Assignment. The Lender shall have no liability to any person, party or entity as the result of any death, bodily or personal injury, or property damage occurring in, on or about the Mortgaged Premises, and the Borrower shall and does hereby agree to defend and indemnify the Lender against, and to hold it harmless from, any and all liability, loss or damage which the Lender may or might incur under the Leases, by reason of any death, bodily or personal injury or property damage occurring on or about the Mortgaged Premises, or otherwise under or by reason of this Assignment, and against and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease, or by reason of any such death, personal injury or property damage. Should the Lender incur any such liability, loss or damage under any Lease, by reason of any such death, bodily or personal injury or property damage, or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees (including such costs, expenses and fees on appeal), whether or not the Lender prevails therein, together with interest thereon at the Default Rate from the date paid, and the Borrower shall reimburse the Lender therefor immediately upon demand. Neither this Assignment, nor the exercise by the Lender of its rights hereunder, shall be deemed to constitute the Lender a mortgagee in possession of the Mortgaged Premises, unless the Lender expressly elects in writing to be so constituted.

3.4. If any Default by the Borrower shall occur under the Mortgage, or if default shall occur in the performance of any of the covenants, obligations or agreements of the Borrower under this Assignment, or if any representation or warranty made by the Borrower to the Lender in connection with the Junior Assigned Obligations is untrue in any material respect, then the Lender may, at its option, declare all Indebtedness immediately due and payable, and, in addition to making available to the Lender any remedies for default herein set forth, such default or breach of representation or warranty shall, at the Lender's sole option, constitute and be deemed to be an Default under the Mortgage, entitling the Lender to every and all rights and remedies therein contained, in

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addition to those rights and remedies herein set forth, without regard to the adequacy of security for the indebtedness secured hereby, the commission of waste or the insolvency of the Borrower.

3.5. Upon the payment in full when due of the Indebtedness and timely performance and observance all of the Junior Assumed Obligations and the provisions herein and in the other Loan Documents provided to be performed and observed by the Borrower, and provided the Junior Minimum Secured Amount is zero, as evidenced by the recording or filing of any instrument of satisfaction or full release of the Mortgage, unless there shall have been recorded another mortgage in favor of the Lender covering all or any portion of the Mortgaged Premises, this Assignment shall become and be void and of no further effect. Notwithstanding the foregoing, this Assignment shall not be terminated or become null and void as a result of a foreclosure of the Mortgage or a conveyance of title to the Mortgaged Premises, or any portion thereof, to the Lender in lieu of foreclosure, and this Assignment shall continue in full force and effect during any statutory period of redemption from such a foreclosure and notwithstanding the transfer of title to the Mortgaged Premises, or any portion thereof, as a result of completion of such a foreclosure or such a conveyance.

3.6. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms hereof shall be in no way affected thereby. The Lender shall be entitled to all rights and remedies available at law, in equity or under statute now and/or at the time of exercise thereof, even though such rights and remedies were not available on the date first above written.

3.7. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Borrower and the Lender; provided, however, that nothing in this section is intended to be or shall be construed as a waiver of the rights of the Lender under the Mortgage.

3.8. This Assignment is given as security in addition to the security of the Mortgage and all of the Loan Documents, and not as part of the security thereof. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage and during any statutory period of redemption. The Lender shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the Lender may exercise the security hereof and of the Mortgage concurrently or independently and in any order of preference, all rights and remedies of the Lender set forth herein, in the Mortgage, at law, in equity, under statute and by contract being cumulative.

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3.9. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall given and made in accordance with the Mortgage.

3.10. This Assignment, and the interpretation and enforcement thereof, shall be governed by the laws of the state where the Mortgaged Premises is located.

3.11. Borrower has executed and delivered to BANKFINANCIAL, F.S.B., a federal savings bank (i) a certain Promissory Note in the original principal amount of \$8,500,000, and a Promissory Note in the original principal amount of \$4,350,000 (collectively, "**Senior Note**"); and (ii) a certain Mortgage and Security Agreement ("**Senior Mortgage**") and a certain Assignment of Leases and Rents ("**Senior Assignment of Leases and Rents**") executed by Borrower in favor of BANKFINANCIAL, F.S.B., both securing the Senior Note and recorded immediately prior hereto (the Senior Note, Senior Mortgage, and Senior Assignment of Leases and Rents, collectively the "**Senior Loan Documents**"). Lender acknowledges that this Mortgage is junior and subordinate to the lien of the Senior Mortgage and other Senior Loan Documents, but only to the extent set forth in a Subordination and Intercreditor Agreement between BANKFINANCIAL, F.S.B. and Lender dated and recorded on or about the date hereof ("**Intercreditor Agreement**").

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

CENTRAL REALTY CORP., an Illinois corporation

By: Adi Moh
Name: Adi Moh
Its: President

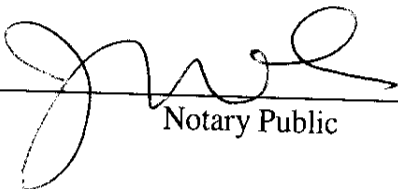
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, JENNIFER WOHN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ADL MOR, as PRESIDENT of Central Realty Corp., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT of said corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of NOVEMBER, 2006.



Notary Public

My Commission Expires: 10/19/09



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EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION - Cook County

SEE ATTACHED

Property Address: 600 E. RAND ROAD, ARLINGTON HEIGHTS, IL

P.I.N.: 03-20-200-0007

LEGAL DESCRIPTION - Lake County

SEE ATTACHED

Property Address: 400 E TOW KANE ROAD, MUNDULFIN, IL

P.I.N.: 11-31-318-0005; 11-31-318-0006; 15-06-107-017;
15-06-107-020

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PARCEL 1: LOT 1 IN THE FINAL PLAT OF THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE CENTER LINE OF RAND ROAD, EXCEPTING THEREFROM ALL THAT PART THEREOF USED OR TAKEN FOR PUBLIC ROADS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1984 AS DOCUMENT NO. 27090321, EXCEPTING THEREFROM THAT PART OF LOT 1, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0 DEGREES 01 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 533.00 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE SOUTH 59 DEGREES 58 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 140.00 FEET TO A CORNER OF LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 182.63 FEET; THENCE NORTH 0 DEGREES 01 MINUTES 11 SECONDS WEST, 46.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 01 MINUTES 11 SECONDS WEST, 105.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST, 150.00 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 11 SECONDS EAST, 40.30 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST, 90.00 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 11 SECONDS EAST, 64.70 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 49 SECONDS, WEST, 240.00 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING FROM LOT 1 THE FOLLOWING: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0 DEGREES 01 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 451.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 01 MINUTES 11 SECONDS EAST ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 81.57 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE SOUTH 59 DEGREES 58 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO A CORNER OF LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 1, A DISTANCE OF 182.63 FEET; THENCE NORTH 0 DEGREES 01 MINUTES 11 SECONDS WEST, 46.57 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST, 240.00 FEET; THENCE NORTH 0 DEGREES 01 MINUTES 11 SECONDS WEST, 64.70 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 49 SECONDS WEST, 13.45 FEET; THENCE NORTH 44 DEGREES 58 MINUTES 49 SECONDS EAST, 56.99 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST, 33.80 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTINUED ON NEXT PAGE

Property:

600 East Rand Road, Arlington Heights, IL

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PARCEL 2: THAT PART OF LOT 3 IN THE FINAL PLAT OF THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE CENTER LINE OF RAND ROAD, EXCEPTING THEREFROM ALL THAT PART THEREOF USED OR TAKEN FOR PUBLIC ROADS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1984 AS DOCUMENT NO. 27090321, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN SAID CUB ADDITION; THENCE SOUTH 0 DEGREES 01 MINUTES 11 SECONDS EAST ALONG THE WESTERLY LINE OF LOT 1 A DISTANCE OF 191.95 FEET TO A POINT OF CURVATURE; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG THE WESTERLY LINE OF LOT 1, SAID LINE BEING A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 108.42 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 105.30 FEET AND A BEARING OF SOUTH 23 DEGREES 54 MINUTES 41 SECONDS EAST; THENCE SOUTH 47 DEGREES 48 MINUTES 11 SECONDS EAST ALONG THE WESTERLY LINE OF LOT 1, A DISTANCE OF 280.60 FEET TO A POINT OF CURVATURE; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF LOT 1, SAID LINE BEING A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 122.50 FEET, AN ARC DISTANCE OF 90.26 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 88.23 FEET AND A BEARING OF SOUTH 68 DEGREES 54 MINUTES 41 SECONDS EAST; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOT 1, A DISTANCE OF 118.40 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF LOT 1, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 77.50 FEET, AN ARC DISTANCE OF 89.45 FEET TO A CORNER OF LOT 1, THE CHORD OF SAID ARC HAVING A LENGTH OF 84.57 FEET AND A BEARING OF SOUTH 56 DEGREES 57 MINUTES 0 SECONDS EAST; THENCE SOUTH 89 DEGREES 58 MINUTES 49 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 1, A DISTANCE OF 22.68 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 57.50 FEET, AN ARC DISTANCE OF 57.16 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 54.83 FEET, AND A BEARING OF NORTH 61 DEGREES 32 MINUTES 37 SECONDS WEST; THENCE SOUTH 89 DEGREES 58 MINUTES 49 SECONDS WEST, 118.40 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 142.50 FEET, AN ARC DISTANCE OF 104.99 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 102.64 FEET, AND A BEARING OF NORTH 68 DEGREES 54 MINUTES 41 SECONDS WEST; THENCE NORTH 47 DEGREES 48 MINUTES 11 SECONDS WEST, 280.60 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 125.09 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 121.50 FEET, AND A BEARING OF NORTH 23 DEGREES 54 MINUTES 41 SECONDS WEST; THENCE NORTH 0 DEGREES 01 MINUTES 11 SECONDS WEST, 191.96 FEET TO THE NORTH LINE OF LOT 3; THENCE SOUTH 89 DEGREES 58 MINUTES 29 SECONDS EAST, 20.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 1, 1988 AS DOCUMENT NO. 88046282, AS AMENDED BY FIRST AMENDMENT TO DECLARATION RECORDED AS DOCUMENT 88409221 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 21, 1983 AND KNOWN AS TRUST NO. 57529 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 11, 1986 AND KNOWN AS TRUST NO. 111531 FOR INGRESS AND EGRESS AND PASSAGE OF PEDESTRIANS AND MOTOR VEHICLES OVER THAT PART OF THE LAND DESIGNATED "SERVICE EASEMENT" ON THE SITE PLAN ATTACHED TO SAID DECLARATION AS EXHIBIT C-1.

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PARCEL 4: EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY PLAT RECORDED MAY 17, 1984 AS DOCUMENT 2709321 AND BY DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 1, 1988 AS DOCUMENT NO. 88046282, AS AMENDED BY FIRST AMENDMENT TO DECLARATION RECORDED AS DOCUMENT 88409221 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 21, 1983 AND KNOWN AS TRUST NO. 57529 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 11, 1986 AND KNOWN AS TRUST NO. 111531 FOR INGRESS AND EGRESS AND PASSAGE BY PEDESTRIANS, AND INGRESS, EGRESS, PASSAGE AND PARKING BY MOTOR VEHICLES.

PARCEL 5: EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 1, 1988 AS DOCUMENT NO. 88046282, BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 21, 1983 AND KNOWN AS TRUST NO. 57529 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 11, 1986 AND KNOWN AS TRUST NO. 111531, FOR THE INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITY LINES, CONDUITS, WIRES, CABLES AND PIPES (INCLUDING TELEPHONE, ELECTRIC, GAS, WATER, STORM AND SANITARY SEWER).

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR PRIVATE WATER MAIN EASEMENT TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN AN UNDERGROUND WATER MAIN WITH ALL NECESSARY MANHOLES, VALVES AND OTHER EQUIPMENT AS CREATED BY PLAT OF SUBDIVISION RECORDED MAY 17, 1984 AS DOCUMENT 27090321.

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR PRIVATE UTILITIES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS AND CABLES, STORM SEWERS AND SANITARY SEWERS WITH ALL NECESSARY APPURTENANCES THERETO AS CREATED BY PLAT OF SUBDIVISION RECORDED MAY 17, 1984 AS DOCUMENT 27090321.

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Parcel 1:

Lots 1 and 5 in Superval Subdivision of part of the Northwest Quarter of Section 6, Township 43 North, Range 11 East of the Third Principal Meridian, and part of the Southwest Quarter of Section 31, Township 44 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded June 25, 2000 as Document No. 4557728, in Lake County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 as contained in Redprocal Easement Agreement recorded March 14, 2001 as document 4657707 made by Superval Holdings Inc. and System Capital Real Property Corporation for passage and parking of vehicles, passage of pedestrians, and installation, operation and maintenance of lines or systems for utilities over driveways, sidewalks and common areas as described therein.

Property of Cook County Clerk's Office

Property:

400 East Town Line Road, Mundelein, IL