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Cook County Recorder

47.50

ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS AGREEMENT is made as of the 22nd day of December, 1998 by Arlington (Rolling Meadows) Office, L.L.C., an Illinois limited liability company ("Assignor") to First Bank and Trust Company of Illinois ("Assignee").

WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, sets over and assigns to Assignee, the entire interest in and to any and all leases and subleases (including all extensions and renewals thereof), now or hereafter existing (the "Leases"), and any and all rents, issues, income and profits, of



and from that certain real estate located in Cook County, Illinois, commonly known as 1835-1951 Rohlwing Road, Rolling Meadows, Il inois and legally described in Exhibit A attached hereto and made a part hereof, and all buildings, structures and improvements now or hereafter constructed thereon (the "Premises").

THIS ASSIGNMENT OF RENTS IS GIVEN TO SECURE:

- (a) Payment by Assignor of the indebtedness evidenced by, and observance and performance by Assignor of each and every one of the Lovenants, terms, conditions and agreements contained in a certain Mortgage Note of even (late herewith (the "Note"), both made by Borrower and delivered to Assignee simultaneously with the execution and delivery of this Assignment; and
- (b) Observance and performance by Assignor of the covenants, terms, conditions and agreements contained in this Assignment, the Note, the Mortgage (the "Mortgage") of even date herewith made by Assignor to Assignee and creating a mortgage lien on the Assignor's interest in the Premises, the Security Agreement of even date herewith made by Assignor to Assignee, the Continuing Guarantee (the "Guarantee") of even date herewith made by Daniel G. Dvorkin, Bruce J. Teitelbaum and Baruch Schur (collectively, the "Guarantor") to Assignee, the Environmental Indemnity Agreement of even date herewith made by Assignor and Guarantor to Assignee, the Certificate of Representations and Warranties of even date herewith from Assignor to Assignee, and such other documents executed in connection with the Note (collectively, the "Loan Documents").

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AND ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS AND WARRANTS AS FOLLOWS:

- 1. Representations of Assignor. Assignor represents and warrants to Assignee that:
- (a) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
- (b) Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder or entered into any agreement to subordinate any of the Leases, or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder; and
- Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation.
- 2. <u>Covenants of Assignor.</u> Assignor covenants and agrees that so long as this Assignment shall be in effect:
 - (a) Assignor shall rot execute any new lease for any space greater than 5,000 square feet of the Premises or renew, cancel, modify or amend any existing lease for any space greater than 5,000 square feet of the Premises, without the prior written consent of Assignee; provided, however, that Assigner shall not enter into any new lease or renew, cancel, modify or amend any existing lease such that the rents due Assignor under such lease are less than a fair market rate;
 - (b) Assignor shall observe and perform a'l of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and shall not do or suffer to be done anything to impair the security thereof, or, without the express written consent of Assignee, (i) release the liability of any tenant thereunder, or (ii) permit any tenants thereunder to withhold the payment of rent or to make monetary advances and offset the same against future renta's, or (iii) permit any tenant thereunder to claim a total or partial eviction, or (iv) permit any tenant thereunder to terminate or cancel any Lease;
 - (c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;
 - (d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all of the Leases, or any or all rents, issues, income or profits assigned hereunder without the prior written consent of Assignee;
 - (e) Assignor shall not alter, modify or change the terms and provisions of any Lease for any space greater than 5,000 square feet of the Premises or give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any

Lease) or approval, required or permitted by such terms and provisions, or cancel or terminate any Lease without the prior written consent of Assignee;

- (f) Assignor shall not, without Assignee's express written consent, accept a surrender of any Lease, or convey or transfer, or suffer or permit a conveyance or transfer of, the Premises demised under any Lease or any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder;
- (g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;
- (h) Assignor shall not waive or excuse the obligation to pay rent under any Lease, except for the free rent given to existing tenants of the Premises;
- (i) Assignor shall enforce the Leases and all rights and remedies of the lessor thereunder in case of octault thereunder by any tenant;
- (j) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or of any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including attorneys' fees, in any such action or proceeding in which Assignee may appear;
- (k) Assignor shall give prompt notice to Assignee of any notice of any default on the part of the lessor with respect to any Least received from any tenant or guarantor thereunder; and
- (l) Assignor shall enforce the observance and performance of each and every covenant, term, condition and agreement contained in each and every Lease to be observed and performed by the tenant(s) thereunder.
- 3. Rights Prior to Default. So long as Assignor is not in default hereunder, Assignor shall have the right to collect at the time, but not more than thirty (30) days in advance, of the date provided for the payment thereof, all rents, issues, income or profits assigned hereunder (other than security or similar deposits), and to retain, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.
- 4. <u>Events of Default</u>. The occurrence of any one or more of the following shall constitute an "Event of Default" for purposes of this Assignment:
 - (a) Failure by Assignor to pay any installment of the principal sum of the Note and/or any interest thereon when due under the Note;

- (b) Breach of any material representation, warranty, covenant or agreement made by Assignor in this Assignment;
- (c) Any material misrepresentation made by Assignor in any of the Loan Documents;
- (d) Any other event of default under the Guarantee, the Note or any of the Loan Documents, subject to any applicable cure period contained therein; and
- (e) Any of the following occur with respect to any other indebtedness owing to Lender by Oak West (Oakbrook Terrace) Office, L.L.C., Ridgebrook (Northbrook) Office, L.L.C., Plaza (Arlington Heights) Office, L.L.C. or Guarantor: (i) any failure by any party to make any payment of any such indebtedness or any portion thereof on or before its due date; (ii) any breach, default or failure by any party with respect to any obligation, evenant or condition set forth in any document or instrument evidencing, securing or relating to any such indebtedness; (iii) any representation or warranty made by any party under any such document or instrument or in any certificate, statement, report, evidence or additional information furnished pursuant to same shall prove to be false, misleading, incomplete or untrue in any material respect; or (iv) any acceleration of any such indebtedness or any portion thereof.
- 5. Rights and Remedies Upon Default. At any time upon or following the occurrence of any one or more Events of Default, Assignee may, at its option and without any obligation to do so, without in any way waiving such Event or Events of Default, without notice to or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor from any obligation hereunder, and with or without bringing any action or proceeding:
 - (a) Declare a default under the Guarantee and enforce all rights and remedies available to Assignor under the Guarantee and Loan Documents secured thereby;
 - (b) Enter upon and take possession of the Premises, either in person or by an agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may doem necessary or proper, with full power to make from time to time all alterations, renovations, repairs and replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act or acts which Assignee deems necessary or proper;
 - (c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect and give acquittances for all rents, issues, income or profits of or from the Premises, and pursue all remedies for enforcement of the Leases and all of the lessor's rights therein or thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice thereafter to pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for

observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's collection of such rents, issues, income or profits, and upon request will execute written notices to the tenants under the Leases thereafter to pay all such rents and other amounts to Assignee; and

- (d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary or proper, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at an annual rate equal to the Default Rate (as defined in the Note) and shall be secured by this Assignment.
- 6. <u>Application of Proceeds</u>. All sums collected and received by Assignee out of the rents, issues, incorde or profits of the Premises following the occurrence of any one or more Events of Default shall reapplied as follows:
 - (a) First, to reimbursement of Assignee for and of all expenses of: taking and retaining possession of the Premises; managing the Premises and collecting the rents, issues, income or profits thereof or therefrom, including, without limitation, salaries, fees or wages of a managing usent and such other employees as Assignee may deem necessary or proper, and attorneys' fees; operating and maintaining the Premises, including without limitation, taxes, charges, claims, assessments, water rents, sewer rents and other liens, and premiums for any insurance provided for in the Mortgage; and the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary or proper, with interest thereon at the Default Rate;
 - (b) Second, to reimbursement of Assignee for and of all sums expended by Assignee pursuant to Paragraph 5(d) hereof to make any payment or do any act required herein of Assignor, together with interest thereon at the Default Rate;
 - (c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indemnified pursuant to Paragraph 7 hereo, together with interest thereon at the Default Rate;
 - (d) Fourth, to reimbursement of Assignee for and of all other sums expended or advanced by Assignee pursuant to the terms and provisions of, or constituting additional indebtedness under, any of the Loan Documents, with interest thereon at the Default Rate;
 - (e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Note;
 - (f) Sixth, to the payment of the unpaid balance of the principal sum of the Note; and
 - (g) Seventh, any balance remaining to Assignor, its successors and assigns.

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- 7. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises following the occurrence of any one or more Events of Default or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of any one or more Events of Default, except for Assignee's gross negligence or willful misconduct. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenants, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of or from, any and all liability, loss or damage which Assignee may or might incur under any Lease or under or by reason of this Assignment and of or from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions or agreements contained in any Lease, except for Assignee's gross regligence or willful misconduct. Should Assignee incur any such liability. loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or deriand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions or agreements contained in any Lease upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.
- 8. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Now the guaranties thereof or any of the Loan Documents; this Assignment is made and accepted with out prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments; and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 9. <u>Further Assurances</u>. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, such general or specific assignments of such Leases as Assignee may designate), and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

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- 10. <u>Severability</u>. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision were not contained herein.
- 11. Benefit. This Assignment is binding upon Assignor, its successors and assigns. and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.
- 12. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.
- 13. Duration. This Assignment shall become null and void (and Assignee shall release this Assignment, at Assignor's cost and expense) at such time as Assignor shall have paid the principal sum of the Note, which obligations will be in the maximum principal amount of TEN MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$10,800,000), together with all interest thereon, and shall have fully paid and performed all of the other obligations evidenced or secured hereby and by the other Loan Documents.
- Notice. All notices permitted or required pursuant to this Note shall be in writing and shall be deemed to have been properly given: (i) upon delivery, if served in person or sent by facsimile with receipt acknowledged; (ii) on the third (3rd) business day following the day such notice is deposited in any post office station or letter-box if mailed by certified mail, return receipt requested, postage prepaid; or (iii) on the first (1st) business day following the day such notice is delivered to the carrier if sent via Federal Express or Airborne overnight delivery and addressed to the party to whom such notice is intended as set forth below:

First Bank and Trust Company of Illinois To Assignee:

> 300 East Northy est Highway Palatine, Illinois 60067 Attn: Michael C. Winter Fax #: (847) 705-3903 Office

With a copy to:

D'Ancona & Pflaum 111 East Wacker Drive

Suite 2800

Chicago, Illinois 60601 Attn: Marc S. Joseph Fax #: (312) 602-3000

Arlington (Rolling Meadows) Office, L.L.C. To Assignor:

c/o Greystone Associates, Inc.

8833 Gross Point Road

Suite 204

Skokie, Illinois 60077 Attn: Baruch Schur Fax #: (847) 329-1288

With a copy to:

Levenfeld, Eisenberg, Janger & Glassberg

33 West Monroe Street

21st Floor

Chicago, Illinois 60603-5448 Attn: Michael J. Tuchman

Fax #: (312) 346-8434

Either party may designate a different address for notice purposes by giving notice thereof in accordance with this Paragraph 14; provided, however, that such notice shall not be deemed given until actually received by the addressee.

15. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

Arlington (Rolling Meadows) Office, L.L.C., an Illinois limited liability company

By:

110.___

anie: BRUCK TETTSLANIM

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STATE OF ILLINOIS)		0010000
)	SS.	
COUNTY OF COOK)		

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brue Tetters the Manager of Arlington (Rolling Meadows) Office, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein sectorth.

GIVEN order my hand and notarial seal, this day of December, 1998.

NOTARY PUBLIC

"OFFICIAL SEAL"
Wayne K. Hannett
Notary Public, State of Winnis
My Commission Expires Sep. 21, 1999

(SEAL)

Vayne K. Bennett

Potary Lublic, State of Illinois

Condition Expires Sept. 21, 1900

My commission expires:



EXHIBIT A

Legal Description

Property of Cook County Clerk's Office

08193552

LEGAL DESCRIPTION:

PARCEL 1:

LOT 7 IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HAIF OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 7 LYING WESTERLY OF A LINE BEGINNING AT A POINT THAT IS 206 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7; THENCE MORTHWESTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 168.04 FEET TO A POINT THAT IS 164 FEET EAST OF THE WEST LINE OF SAID LOT 7 (AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE) AND 134 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7 (AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE); A POINT IN THE NORTH LINE OF SAID LOT 7 THAT IS 26 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 8 (EXCEPT THE EAST 200 FEET THEREOF) IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID.

ALSO

LOT 9, (EXCEPT THE EAST 200 FEET THEREOF) AND ALL OF LOT 10 IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID, EXCEPT 18AT PART OF SAID LOTS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10 FOR A PLACE OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 10 FOR A DISTANCE OF 289.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 10 FOL A DISTANCE OF 206 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 172.87 FEET TO A POINT THAT IS 213 FEET EAST OF THE WEST LINE OF SAID LOT 10 (AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE) AND 117 FEET NORTH OF THE SOUTH LINE OF SAID LOT 10 (AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE); THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 96.04 FEET TO A POINT IN THE EAST LINE OF SAID LOT 10 THAT IS 75 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 85.01 FEET TO A POINT IN THE WEST LINE OF THE EAST 200 FEET OF SAID LOT 9 THAT IS 54 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 200 FEET OF SAID LOT 9, A DISTANCE OF 54 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 9 AND 10 FOR A DISTANCE OF 381.75 FEET TO THE

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ALSO

THAT PART OF THE EAST 200 FEET OF LOT 9, EXCEPT THE NORTH 189.61 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 9 LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF THE EAST 200 FEET OF SAID LOT 9 THAT IS 54 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 122.38 FEET TO A POINT THAT IS 80 FEET WEST OF THE EAST LINE OF SAID LOT 9 (AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE) AND 30 FEET NORTH OF THE SOUTH LINE OF SAID LOT 9 (AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE); THENCE EAST ALONG A STRAIGHT LINE THAT IS PARALLEL TO THE SOUTH LINE OF SAID LOT 9 FOR A DISTANCE OF 60 FEET TO A POINT THAT IS 20 FEET WEST OF THE EAST LINE OF SAID LOT 9; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE EAST LINE OF SAID LOT 9, ALI IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID.

ALSO

THE NORTH 100 FEET OF THE EAST 200 FEET OF LOT 8 IN THE FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 200 FEET OF LOT 8 (EXCEPT THE NORTH 100 FEET AND EXCEPT THE SOUTH 100 FEET THEREOF) IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID.

PLSO

THE SOUTH 100 FEET OF THE EAST 200 FEET OF LOT 8 AND THE NORTH 89.61 FEET OF THE EAST 200 FEET OF LOT 9 IN FIRST ADDITION TO PLUM GROVE ESTATES,

ALSO,

THE SOUTH 100 FEET OF THE NORTH 189.61 FEET OF THE PAST 200 FEET OF LOT 9 IN THE FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAIL, IN COOK COUNTY,

PARCEL 2:

ALL OF BRYANT AVENUE, LYING WEST OF THE EASTERLY LINE, EXTENDED COUTHERLY, OF LOT 1, AND LYING NORTHEASTERLY OF A STRAIGHT LINE EXTENDING FROM A POINT ON THE EAST LINE OF LOT 3, 24.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, TO A POINT IN THE NORTH LINE OF LOT 7, 26.0 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN 1ST ADDITION TO PLUM GROVE ESTATES, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL OF LOT 1 AND 2 (EXCEPT THE WEST 99.4 FEET) IN 1ST ADDITION TO PLUM GROVE ESTATES BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE THE PLAT THEREOF RECORDED AS DOCUMENT 10689237, IN COOK COUNTY,

ILLINOIS.

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ALSO

THE WEST 99.4 FEET OF LOT 2 IN 1ST ADDITION TO PLUM GROVE ESTATES, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSC

THAT PART OF FOREST AVENUE LYING SOUTH OF A STRAIGHT LINE EXTENDING WEST FROM THE NORTHWEST CORNER OF LOT 2 TO ITS INTERSECTION WITH THE NORTHEAST CORNER OF LOT 3 AND LYING NORTH OF A STRAIGHT LINE EXTENDING FROM THE SOUTHWEST CORNER OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 3 (EXCEPTING THEREFROM THAT PART LYING SOUTHWESTERLY OF A STRAIGHT LINE EXTENDING FROM A POINT ON THE EAST LINE OF SAID LOT 3, 24 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT IN THE NORTH LINE OF LOT 7, 26 FEET EAST OF THE NORTHWEST CORNER THEREOF), IN 1ST ADDITION TO PLUM GROVE ESTATES, AFORESPID, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 3 LYING NORTHEASTERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 3 THAT IS 24 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 3 TO A POINT IN THE NORTH LINE OF SAID LOT 3 THAT IS 186 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 IN 1ST ADDITION TO PLUM GROVE ESTATES, AFORESAID, IN COOK COUNTY, ILLINOIS.

08193552

Property Address: 1835-1951 Rohlwing Road, Rolling Meadows, Illinois

P.I.N.: 02-26-204-012

02-26-200-006

02-26-200-007

02-26-200-009

02-26-200-010

This instrument was prepared by and, after recording, return to:

Marc S. Joseph Esq. 111 East Wacker Drive

Suite 2800

Chicago, Illinois 60601

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Oct County Clert's Office