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## PROPERTY DESCRIPTION

### PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 04, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BUFFALO GROVE ROAD AND THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO JOHN KLINE BY WARRANTY DEED RECORDED JUNE 21, 1899 AS DOCUMENT NUMBER 2836175 AND RUNNING THENCE SOUTH 34 DEGREES, 26 MINUTES EAST ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 15.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 985.00 FEET; THENCE SOUTH 55 DEGREES, 34 MINUTES WEST AT RIGHT ANGLES TO THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 400.00 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 802.00 FEET; THENCE NORTH 55 DEGREES, 34 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 210.00 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 130.00 FEET; THENCE NORTH-EASTERLY TO THE PLACE OF BEGINNING; (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BUFFALO GROVE ROAD AND THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO JOHN KLINE BY WARRANTY DEED RECORDED JUNE 21, 1899 AS DOCUMENT 2836175 AND RUNNING THENCE SOUTH 34 DEGREES, 26 MINUTES EAST ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 564.15 FEET TO THE PLACE OF BEGINNING OF THIS EXCEPTION; THENCE CONTINUING SOUTH ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 433.85 FEET; THENCE SOUTH 55 DEGREES, 34 MINUTES WEST AT RIGHT ANGLES TO THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 400.00 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 391.60 FEET; THENCE NORTH 55 DEGREES, 34 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 108.75 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 55 DEGREES, 34 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 68.00 FEET; THENCE SOUTH 34 DEGREES, 26 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 55.75 FEET; THENCE NORTH 55 DEGREES, 34 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 223.25 FEET TO THE PLACE OF BEGINNING);

AND EXCEPT THE EASTERLY 50.00 FEET OF THIS PARCEL 1,

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCEL THAT PART OF THE NORTHWEST 1/4 OF SECTION 04, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BUFFALO GROVE ROAD AND THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO JOHN KLINE BY WARRANTY DEED RECORDED June 21, 1899 AS DOCUMENT 2836175 AND RUNNING THENCE SOUTH 34 DEGREES, 26 MINUTES EAST ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 985.00 FEET; THENCE SOUTH 55 DEGREES,

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34 MINUTES WEST AT RIGHT ANGLES TO THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 400.00 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 802.00 FEET; THENCE NORTH 55 DEGREES, 34 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 210.00 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 130.00 FEET; THENCE NORTHEASTERLY ON THE MOST NORTHERLY LINE (SO DESIGNATED FOR THE PURPOSE OF THIS DESCRIPTION) TO THE PLACE OF BEGINNING; (EXCEPTING THEREFROM THE EASTERLY 50.00 FEET FALLING BUFFALO GROVE ROAD AS WIDENED), LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION, WITH THE CENTERLINE OF BUFFALO GROVE ROAD, (THE CENTERLINE OF BUFFALO GROVE ROAD AFORESAID BEING A STRAIGHT LINE EXTENDED FROM A POINT IN THE NORTH LINE OF SAID SECTION 4), SAID POINT BEING 961.90 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION, AS MEASURED ALONG SAID NORTH LINE TO THE NORTHEASTERLY CORNER OF BUFFALO GROVE UNIT NUMBER 1, A SUBDIVISION IN THE NORTHWEST 1/4 OF SAID SECTION, SAID NORTHEASTERLY CORNER BEING A POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ST. MARY'S PARKWAY AS DEDICATED BY SAID SUBDIVISION, WITH THE CENTERLINE OF BUFFALO GROVE ROAD; THENCE SOUTHEASTERLY ON SAID CENTERLINE, A DISTANCE OF 280.40 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID CENTERLINE, A DISTANCE OF 50.00 FEET TO THE SOUTHWESTERLY LINE OF BUFFALO GROVE ROAD AS WIDENED, FOR A PLACE OF BEGINNING; THENCE WESTERLY TO THE INTERSECTION OF THE AFORESAID DESCRIBED MOST NORTHERLY LINE, WITH A LINE 140.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF BUFFALO GROVE ROAD AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BUFFALO GROVE ROAD AND THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO JOHN KLINE BY WARRANTY DEED RECORDED June 21, 1899 AS DOCUMENT 2836175 AND RUNNING THENCE SOUTH 34 DEGREES, 26 MINUTES EAST ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 564.15 FEET; THENCE SOUTH 55 DEGREES, 34 MINUTES WEST OF RIGHT ANGLES TO THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 223.25 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 34 DEGREES, 26 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 44.25 FEET; THENCE SOUTH 55 DEGREES, 34 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 68.00 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 55 DEGREES, 34 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 68.00 FEET; THENCE SOUTH 34 DEGREES 26 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 55.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BUFFALO GROVE ROAD AND THE SOUTHEASTERLY LINE OF A TRACT OF LAND

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CONVEYED TO JOHN KLINE BY WARRANTY DEED RECORDED June 21, 1899 AS DOCUMENT 2836175 AND RUNNING THENCE SOUTH 34 DEGREES, 26 MINUTES EAST ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 564.15 FEET; THENCE SOUTH 55 DEGREES, 34 MINUTES WEST OF RIGHT ANGLES TO THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 223.25 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 34 DEGREES, 26 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 44.25 FEET; THENCE SOUTH 55 DEGREES, 34 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 68.00 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 55 DEGREES, 34 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 68.00 FEET; THENCE SOUTH 34 DEGREES, 26 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 55.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BUFFALO GROVE ROAD AND THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO JOHN KLINE BY WARRANTY DEED RECORDED June 21, 1899 AS DOCUMENT 2836175 AND RUNNING THENCE SOUTH 34 DEGREES, 26 MINUTES EAST ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 564.15 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 435.85 FEET; THENCE SOUTH 55 DEGREES, 34 MINUTES WEST AT RIGHT ANGLES TO THE CENTERLINE OF BUFFALO GROVE ROAD, A DISTANCE OF 400.00 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 391.60 FEET; THENCE NORTH 55 DEGREES, 34 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 176.75 FEET; THENCE NORTH 34 DEGREES, 26 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 44.25 FEET; THENCE NORTH 55 DEGREES, 34 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 223.25 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREOF FROM THE EASTERLY 50.00 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

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**ASSIGNMENT OF MEMBERS' ECONOMIC INTEREST  
OF  
BUFFALO CREEK CONDOMINIUMS, LLC  
AND  
ADDENDUM TO THE BUFFALO CREEK CONDOMINIUMS, LLC  
OPERATING AGREEMENT**

**THE UNDERSIGNED**, GRZEGORZ SMALEC, JACEK SIENKIEWICZ, AND MARCIN MALARZ (hereinafter also referred to as "Assignors"), the only members of BUFFALO CREEK CONDOMINIUMS, LLC, an Illinois limited liability company, (hereafter also referred to as the "Company") and 2001 FARGO INC., an Illinois corporation, (hereinafter also referred to as "Assignee"), hereby agree to the following action:

WHEREAS, BUFFALO CREEK CONDOMINIUMS, LLC, is the owner of real estate located at 100-164 South Buffalo Grove Rd and 70 St. Mary's Parkway in Buffalo Grove, IL, hereafter referred to as the "Property" and legally described in Exhibit "A" attached hereto.

WHEREAS, 2001 FARGO INC., is a holder of a note in the amount \$1,000,000.00 dated February 28, 2008, (hereinafter referred to as the "Note") secured by a second position mortgage on the Property dated February 28, 2008, and recorded on March 11, 2008, as document number 080713400;

WHEREAS, the Company desires to refinance its first mortgage on the Property with Harris Bank N.A. and 2001 FARGO INC., has agreed to temporarily remove its junior mortgage from the property to allow the Company to refinance said first mortgage;

WHEREAS, in exchange for 2001 FARGO INC., release of said mortgage GRZEGORZ SMALEC, JACEK SIENKIEWICZ, AND MARCIN MALARZ, (i.e. the Assignors), have agreed to assign to 2001 FARGO INC. (i.e. the Assignee) their economic interest in distributional payments from the Company to extent of the unpaid balance due under the note;

WHEREAS, GRZEGORZ SMALEC, JACEK SIENKIEWICZ, AND MARCIN MALARZ have agreed that said transfer of their economic interest shall be distributed equally among the members;

WHEREAS, 2001 FARGO INC., has agreed to assign back to the Assignors all its right created by this assignment once the Company has completed their refinance and has re recorded a new mortgage to secure the debt due under the note given to 2001 FARGO INC and dated February 27, 2008;

**NOW, THEREFORE**, in consideration of the mutual and several promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the three undersigned members agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby made a part of this agreement.

P.S.

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2. **Captions.** The captions contained in this agreement are for convenience only and are not intended to limit or define scope or effect of any provision of this agreement.
3. **Release of Lien** 2001 FARGO INC., agrees, within 3 business days hereof, to execute the release of its junior mortgage recorded against the property to allow the Company to refinance its mortgage with Harris Bank N.A. Notwithstanding anything to the contrary in this Agreement, the Company will have to complete refinancing of the Harris Bank N.A. mortgage within four (4) months from the date of this Agreement. 2001 FARGO INC. will have an absolute right to record a new mortgage bearing the same date as this Agreement and securing the Note on the 122<sup>nd</sup> calendar day after the date of this Agreement or at such later date as the Assignee in its sole discretion will decide.
4. **Assignment of Interest.** Upon the release of said junior mortgage GRZEGORZ SMALEC, JACEK SIENKIEWICZ, AND MARCIN MALARZ hereby assign their economic interest in distributional payments from the Company to 2001 FARGO INC. to the extent necessary to payoff the amount due under the aforesaid note, including (without limitation) principal, interest, late payments and costs of enforcement or collection, if any. The economic interest assigned hereby will not be at any time and under any circumstances diluted in any manner, including (without limitation) distribution of any capital by the Company to its members or disbursement of any capital by the Company other than in its regular course of business, change of the capital structure of the Company, encumbering any equity in the Company, encumbering any of Company's assets above the current (i.e. pre-assignment) levels, sale, assignment, pledge, transfer or conveyance of any interest in the Company, without prior written approval of the Assignee which the Assignee may grant or withhold in its sole discretion. The Assignors and their agents have a duty to fully disclose to Assignee any action that may dilute Assignee's economic interest and failure to make such disclosure will constitute a breach of fiduciary duty to Assignee.
5. **Distribution Payments.** Transfer of said distributional payments as provided for in this agreement shall be borne equally among the members.
6. **Limitations.** 2001 FARGO INC. agrees that this assignment only assigns an economic interest as defined in the Company's Operating Agreement and this document in the amount necessary to payoff the amount due under the aforesaid note, including (without limitation) principal, interest, late payments and costs of enforcement or collection, if any, and does not convey or transfers any other membership interest of GRZEGORZ SMALEC, JACEK SIENKIEWICZ, AND MARCIN MALARZ in the Company.
7. **Addendum to the Buffalo Creek Condominiums, LLC Operating Agreement.** This Assignment document is hereby incorporated and made part of the Buffalo Creek Condominium, LLC Operating Agreement. In the event of any discrepancy in definition of an "economic interest" between Company's Operating Agreement and this Assignment document or discrepancy between the terms of Company's Operating

7.7.

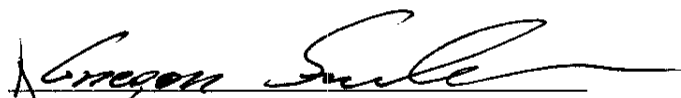
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Agreement and this Assignment document, the terms of this Assignment document will control.

8. **Termination.** After the Company has refinanced its mortgage with Harris Bank N.A., the Company authorizes 2001 FARGO INC. to record a new mortgage to secure the Note given to 2001 FARGO INC., said mortgage is recorded and lender's title insurance policy insuring 2001 FARGO INC. second lien position in the amount of the Note is issued, then all rights created by this assignment shall be assigned back to the assignors and this assignment shall be terminated.
9. **Binding Effect.** This agreement shall enure to the benefit of and shall be binding upon the assignees, successors, heirs, executors and administrators of the parties.
10. **Costs of Litigation.** In the event of any litigation arising under the terms of this Agreement, the prevailing party will be reimbursed by other party or parties to the litigation for all court costs, reasonable attorneys fees and other litigation expenses.
11. **Interpretation of Terms.** The terms and provisions of the within agreement shall be construed and interpreted in accordance with the laws of the jurisdiction of the State of Illinois in such case made and provided, whether or not the parties reside in the State of Illinois.
12. **Nature of Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter, and any amendment, modification, or waiver of any provisions is valid only if in writing and signed by the parties. It supersedes any prior understanding or agreements of the parties on the subject matter. References to this Agreement or its terms include any amendment of the former or renewal of either. If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which portion shall remain in force and effect as if this Agreement had been executed without the invalid portion thereof.
13. **Enforceability.** The parties expressly consent to specific performance of this Agreement in any court of competent jurisdiction, in addition to any other remedies allowed at law.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be duly executed as of this Sixth day of May, 2008

Assignor



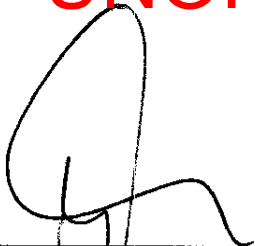
by: GRZEGORZ SMALEC

Member

7.7.

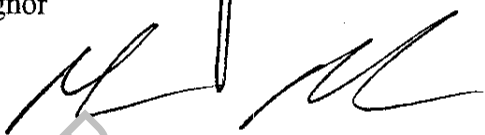
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Assignor



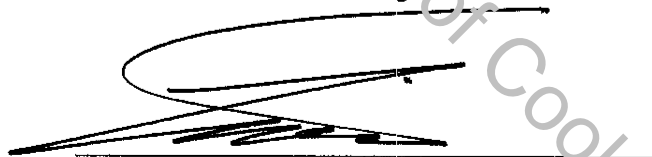
by: JACEK SIENKIEWICZ  
Member

Assignor



by: MARCIN MALARZ  
Member

2001 FARGO, INC./Assignee/



by: Janusz Tomsia  
its: President

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2.1.