

# UNOFFICIAL COPY



Doc#: 0830310047 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/29/2008 01:43 PM Pg: 1 of 14

RECORDATION REQUESTED BY:  
TOYOTA MOTOR CREDIT  
CORPORATION, a California  
Corporation  
19001 S. Western Avenue,  
EF12  
P.O. Box 2958  
Torrance, CA 90509-2958

WHEN RECORDED MAIL TO:  
TOYOTA MOTOR CREDIT  
CORPORATION  
19001 S. Western Avenue, EF  
12  
Torrance, CA 90509-2958

FOR RECORDER'S USE ONLY

This Subordination Agreement - Lease prepared by: Matthew J. Murcko

Ticor title

BOX 15

Address: Vacant Land  
Palatine, IL 60067

NOTICE: THIS SUBORDINATION AGREEMENT - LEASE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

## SUBORDINATION AGREEMENT - LEASE

THIS SUBORDINATION AGREEMENT - LEASE dated October 21, 2008, is made and executed among ARLINGTON AUTOMOTIVE GROUP, INC., an Illinois corporation ("Lessee"); DNA REALTY, INC., an Illinois corporation ("Borrower"); and TOYOTA MOTOR CREDIT CORPORATION, a California Corporation ("Lender").

**SUBORDINATED LEASE.** Lessee has executed one or more leases of the property described herein (the "Subordinated Lease").

**REAL PROPERTY DESCRIPTION.** The Lease covers a portion of the following described real property located in Cook County, State of Illinois:

See Exhibit A, which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as the Northeast Corner of Rand Road and Hicks Road, Palatine, Illinois 60074, known as the "Arlington Toyota Subdivision" pursuant to Ordinance No. 0-109-08 of the Village of Palatine, Illinois.

**SUPERIOR INDEBTEDNESS.** Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

M990 37882 NL

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that certain Construction Loan Agreement and Promissory Note, each between Borrower and Lender, executed as of the date hereof.

**LENDER'S LIEN.** The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated October 21, 2008, from Borrower to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease.

**REQUESTED FINANCIAL ACCOMMODATIONS.** Lessee and Borrower each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Borrower and Lessee each represent and acknowledge to Lender that Lessee will benefit as a result of these financial accommodations from Lender to Borrower, and Lessee acknowledges receipt of valuable consideration for entering into this Subordination.

**NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:**

**SUBORDINATION.** All of Lessee's right, title, and interest in and to the Subordinated Lease and the Real Property is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to Lessee's interests in the Subordinated Lease and the Real Property. Lessee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessee, whether now existing or hereafter acquired.

**LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lender that Lessee has heretofore delivered to Lender a true, correct and complete copy of the Lease, which constitutes the entire agreement between the parties thereto and Lessee further acknowledges that the Lease is in full force and effect and that no default by Lessee or, to Lessee's knowledge, by other party under the terms and provisions of the Lease exists as of the date hereof.

**LESSEE WAIVERS.** Lessee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to pursue any other remedy within Lender's power; or (F) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

**LENDER'S RIGHTS.** Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Lease also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**Amendments.** This Subordination, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be

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charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Lessee also will pay any court costs, in addition to all other sums provided by law.

**Authority.** The person who signs this Subordination as or on behalf of Lessee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Lessee's security interests in Lessee's property, if any.

**Caption Headings.** Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Subordination will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Illinois. In all other respects, this Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Subordination is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Subordination has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Lessee agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Lessee, shall constitute a waiver of any of Lender's rights or of any of Lessee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors.** This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lessee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

**Waive Jury.** To the extent permitted by applicable law, all parties to this Subordination hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Subordination. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in

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lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Subordination shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means DNA REALTY, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Lender.** The word "Lender" means TOYOTA MOTOR CREDIT CORPORATION, a California Corporation, its successors and assigns.

**Note.** The word "Note" means the Note executed by DNA REALTY, INC. in the principal amount of \$21,537,000.00 dated October 21, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Subordination.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**Counterparts.** This Subordination may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED OCTOBER 21, 2008.**

[signatures appear on the following pages]

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**BORROWER:**

**DNA REALTY, INC., an Illinois corporation**

By: *[Signature]*  
Name: Gary Vicari  
Title: President

**LESSEE:**

**ARLINGTON AUTOMOTIVE GROUP, INC., an Illinois corporation**

By: *[Signature]*  
Name: Gary Vicari  
Title: President

**LENDER:**

**TOYOTA MOTOR CREDIT CORPORATION, a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

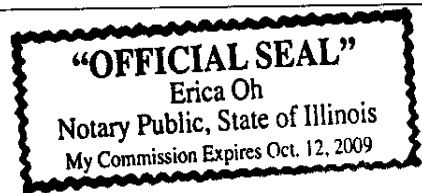
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 22nd day of October, 2008 before me, the undersigned Notary Public, personally appeared Gary Vicari, and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination Agreement - Lease and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By: *[Signature]*

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

Notary Public in and for the State of Illinois  
My commission expires October 12, 2009



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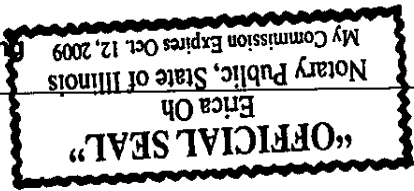
## CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this 22nd day of October, 2008 before me, the undersigned Notary Public, personally appeared Gary Vicari, and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination Agreement - Lease and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By [Signature]

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



Notary Public in and for the State of Illinois  
 My commission expires October 12, 2009

## LENDER ACKNOWLEDGMENT

State of California  
 County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)

Signature \_\_\_\_\_

Toyota Financial Services is a service mark used by Toyota Motor Credit Corporation

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**BORROWER:**

**DNA REALTY, INC., an Illinois corporation**

By: \_\_\_\_\_  
Name: Gary Vicari  
Title: President

**LESSEE:**

**ARLINGTON AUTOMOTIVE GROUP, INC., an Illinois corporation**

By: \_\_\_\_\_  
Name: Gary Vicari  
Title: President

**LENDER:**

**TOYOTA MOTOR CREDIT CORPORATION, a California corporation**

By: Gerl Brewster  
Name: Gerl Brewster  
Title: Group VP & Gen. Counsel

**CORPORATE ACKNOWLEDGMENT**

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

) SS

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

On this \_\_\_\_\_ day of October, 2008 before me, the undersigned Notary Public, personally appeared Gary Vicari, and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination Agreement - Lease and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

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

Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

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## CORPORATE ACKNOWLEDGMENT

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

) SS

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

On this \_\_\_\_\_ day of October, 2008 before me, the undersigned Notary Public, personally appeared Gary Vicari, and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination Agreement - Lease and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

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

Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

## LENDER ACKNOWLEDGMENT

State of California  
County of LOS ANGELES

On OCTOBER 22, 2008 before me, KAREN H. CONKLIN, Notary Public (here insert name and title of the officer), personally appeared Teri Brewster, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen H. Conklin



Toyota Financial Services is a service mark used by Toyota Motor Credit Corporation

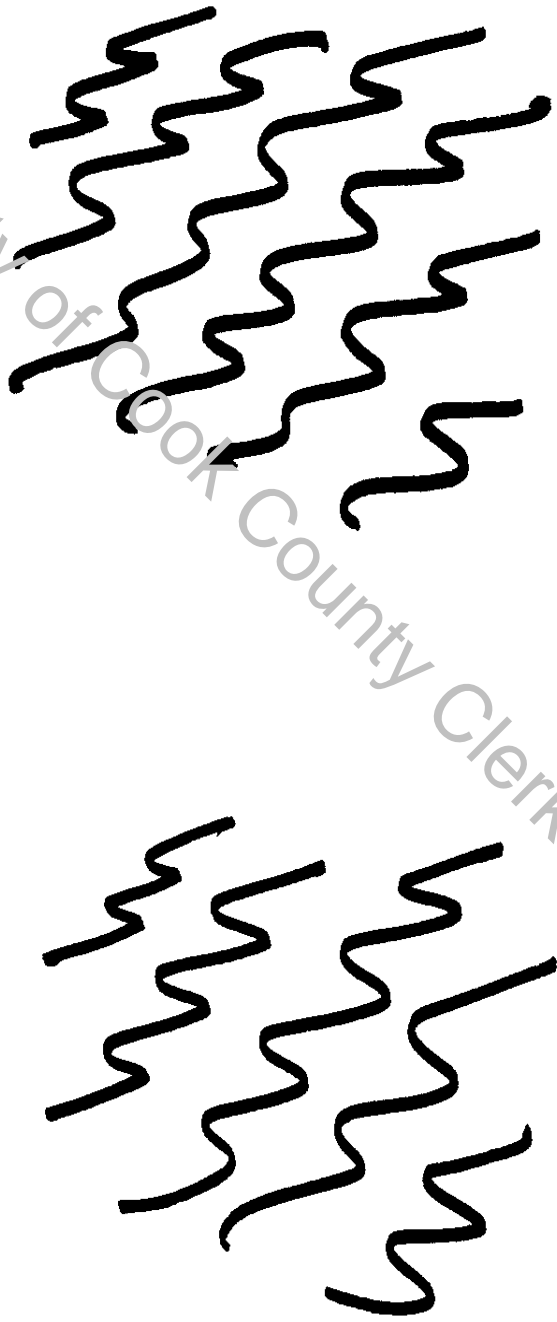


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EXHIBIT A

Property Description

Property of Cook County Clerk's Office

The image contains two large, stylized, wavy black scribbles. The top scribble is a complex, jagged shape with multiple peaks and valleys, resembling a stylized letter 'M' or a similar abstract form. The bottom scribble is a similar but simpler version of the same shape. A diagonal watermark reading "Property of Cook County Clerk's Office" is overlaid across the center of the page, passing between the two scribbles.

**UNOFFICIAL COPY****TICOR TITLE INSURANCE COMPANY**

**ORDER NUMBER:** 2000 M99037882 N

**STREET ADDRESS:**

**CITY:** PALATINE

**COUNTY:** COOK COUNTY

**TAX NUMBER:** 02-02-203-009, 010, 011, 012, 013, 014, 020, 021,

**LEGAL DESCRIPTION:** 022, 035, 036

**PARCEL A:** 02-02-205-018

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION (MEASURED ON SAID EAST AND WEST 1/4 LINE); THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION 145.08 FEET TO THE PLACE OF BEGINNING; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD, 100 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD, 548.28 FEET; THENCE SOUTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 52 DEGREES 36 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 125.89 FEET; THENCE SOUTHWESTERLY 624.72 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL B:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION (MEASURED ON SAID EAST AND WEST 1/4 LINE); THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 0 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 OF SAID SECTION, A DISTANCE OF 245.08 FEET TO POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD 100 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD, 471.84 FEET; THENCE SOUTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 52 DEGREES 36 MINUTES 30 SECONDS TO THE RIGHT, WITH PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 125.89 FEET; THENCE SOUTHWESTERLY 548.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL C:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION, MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE

**UNOFFICIAL COPY****TICOR TITLE INSURANCE COMPANY**

**ORDER NUMBER:** 2000 M99037882 N

**STREET ADDRESS:**

**CITY:** PALATINE

**COUNTY:** COOK COUNTY

**TAX NUMBER:**

**LEGAL DESCRIPTION:**

NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 845.08 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD 418.57 FEET TO A POINT THAT IS 416 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 377.89 FEET TO A POINT IN THE CENTER LINE OF A HIGHWAY RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 11068762; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID HIGHWAY 155.68 FEET TO THE CENTER LINE OF RAND ROAD; THENCE SOUTHEASTERLY 199.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL D:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION, MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 745.08 FEET TO A POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD 334.31 FEET TO A POINT; THENCE NORTH PARALLEL TO EAST LINE OF SAID SECTION ON A LINE THAT FORMS AN ANGLE OF 47 DEGREES 28 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 130.65 FEET TO A POINT THAT IS 416 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION, 5.55 FEET; THENCE SOUTHWESTERLY 418.57 FEET TO A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 100 FEET NORTHWESTERLY OF POINT OF BEGINNING; THENCE SOUTHEASTERLY 100 FEET TO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL E:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION, MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN

**UNOFFICIAL COPY****TICOR TITLE INSURANCE COMPANY**

**ORDER NUMBER:** 2000 M99037882 N

**STREET ADDRESS:**

**CITY:** PALATINE

**COUNTY:** COOK COUNTY

**TAX NUMBER:**

**LEGAL DESCRIPTION:**

ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 645.08 FEET TO A POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD, 242.52 FEET TO A POINT; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION ON A LINE THAT FORMS AN ANGLE OF 47 DEGREES 28 MINUTES TO THE LEFT WITH A PROLONGATION OF LAST DESCRIBED COURSE, FOR A DISTANCE OF 135.74 FEET; THENCE SOUTHWESTERLY 334.31 FEET TO A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 100 FEET NORTHWESTERLY OF THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 100 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL F:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION, MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 SECONDS 30 SECONDS, WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 545.08 FEET TO A POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD 100 FEET, THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD 242.52 FEET; THENCE SOUTHEASTERLY ON A LINE THAT FORMS AN ANGLE OF 52 DEGREES 36 MINUTES 30 SECONDS TO THE RIGHT WITH PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 125.89 FEET; THENCE SOUTHWESTERLY 318.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL G:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION, MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 445.08 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD 100 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD 318.96 FEET; THENCE SOUTHEASTERLY ON A LINE THAT FORMS AN ANGLE OF 52 DEGREES 36 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 125.89 FEET; THENCE

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**ORDER NUMBER:** 2000 M99037882 N

**STREET ADDRESS:**

**CITY:** PALATINE

**COUNTY:** COOK COUNTY

**TAX NUMBER:**

**LEGAL DESCRIPTION:**

SOUTHWESTERLY 395.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL H:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DEFINED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2 AS AFORESAID, 1,547.19 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 416 FEET TO A POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 304.73 FEET; THENCE NORTHWESTERLY ON A LINE THAT FORMS AN ANGLE OF 100 DEGREES 4-1/2 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 76.17 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 291.91 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL I:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, AFORESAID, 1622.10 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 416 FEET TO A PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 291.95 FEET; THENCE NORTHWESTERLY ON A LINE THAT FORMS AN ANGLE OF 100 DEGREES 4-1/2 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 152.34 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 266.39 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION, 150 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL K:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE

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**TAX NUMBER:**

**LEGAL DESCRIPTION:**

EAST LINE OF SAID SECTION AS MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 0 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 345.08 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 100 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD 395.40 FEET; THENCE SOUTHEASTERLY ON A LINE THAT FORMS AN ANGLE OF 52 DEGREES 36 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 125.89 FEET; THENCE SOUTHWESTERLY 471.84 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL L:**

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, AFORESAID, 1472.19 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 416 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 317.51 FEET; THENCE NORTHWESTERLY ON A LINE THAT FORMS AN ANGLE OF 100 DEGREES 4-1/2 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 76.17 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 304.73 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION, 75 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL M:**

LOT 1 IN PALATINE ASSEMBLAGE, BEING A SUBDIVISION AND A RESUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 2004 AS DOCUMENT NO. 0408244143, IN COOK COUNTY, ILLINOIS.