

# UNOFFICIAL COPY



Prepared By and After Recording,  
Please Mail To:  
Michael D. Schlesinger, Esq.  
Robbins, Salomon & Patt, Ltd.  
25 East Washington Street  
Suite 1000  
Chicago, IL 60602

Doc#: 1025034086 Fee: \$70.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/07/2010 02:03 PM Pg: 1 of 18

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## LANDLORD'S AGREEMENT AND WAIVER

ATTACHED AS EXHIBIT A-1

## LEGAL DESCRIPTION OF THE LEASEHOLD

ATTACHED AS EXHIBIT B

PINS: 04-23-300-004; 04-23-302-004; 04-23-401-003

PROPERTY: 2450 Waukegan Road, Glenview, Illinois 60025

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EXHIBIT A-1

## LANDLORD'S AGREEMENT AND WAIVER

This Landlord's Agreement and Waiver (this "Agreement") is made and executed as of this 1<sup>st</sup> day of April, 2009, by Sunset Village Limited Partnership, who is the owner or operator of a Mobile Home Park, and/or the landlord, the lessee, the ground lessor, the ground lessee and owner of fee simple title thereof, as applicable, (hereafter collectively referred to as the "Landlord"), for the benefit of TCF NATIONAL BANK, a national banking association ("Bank").

WITNESSETH:

WHEREAS, CAPITAL HOME SALES, LLC, an Illinois limited liability company ("CHS"), has entered into an Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 1, 2004, as amended ("Credit Agreement") with Bank, and has, and may from time to time hereafter enter into various agreements, instruments and documents in connection with the Credit Agreement (collectively, with the "Credit Documents") providing for Bank to make certain financial accommodations for the benefit of CHS; and

WHEREAS, EMERALD ONE, LLC, an Illinois limited liability company ("Emerald One"), has entered into a Floor Plan Credit Agreement dated as of November 1, 2005, as amended ("Credit Agreement") with Bank, and has, and may from time to time hereafter enter into various agreements, instruments and documents in connection with the Credit Agreement (collectively, with the "Credit Documents") providing for Bank to make certain financial accommodations for the benefit of Emerald One; and

WHEREAS, DRAKE RENTALS, LLC, an Illinois limited liability company ("Drake Rentals") has entered into an Amended and Restated Credit Agreement dated as of December 1, 2006, as amended ("Credit Agreement") with Bank, and has, and may from time to time hereafter enter into various agreements, instruments and documents in connection with the Credit Agreement (collectively the "Credit Documents") providing for the Bank to make certain financial accommodations for the benefit of Drake Rentals, Inc.; and

WHEREAS, EAGLE 202 FINANCIAL, LLC, an Illinois limited liability company ("New Eagle") has entered into a Letter Agreement dated June 8, 2007 (for purposes of conformity in this Agreement referred to as the "Credit Agreement") with the Bank in connection with the indebtedness evidenced by the Promissory Note dated June 8, 2007 in the principal amount of \$326,896.06, which indebtedness is secured by the terms of the Security Agreement dated June 8, 2007 (the "Security Agreement," the Credit Agreement, the Promissory Note, the Security Agreement and other documents executed in connection therewith are referred to as the "Credit Documents").

WHEREAS, CHS, Emerald One, Drake Rentals and New Eagle are hereafter collectively referred to as the "Borrower;" and

WHEREAS, to secure payment and performance of all of Borrower's (with respect to CHS referring to the Emerald Financial division of CHS) obligations and liabilities to Bank under the Credit Documents, Bank has required that Borrower grant to Bank a security interest in all of the assets of Borrower, including, but not limited to all of Borrower's Mobile Homes and

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Manufactured Homes that constitute collateral (the "Collateral") under the Credit Documents; and

WHEREAS, all or some of the Collateral is now or from time to time hereafter may be located at the premises known as Sunset Village Manufactured Home Community ("Premises"), which Premises are owned and controlled and/or occupied by Landlord as the owner or operator of the Mobile Home Park and/or the landlord, the lessee, the ground lessor, the ground lessee and the owner of fee simple title, thereof, as applicable; and

WHEREAS, part of the Collateral consists of Mobile Homes and Manufactured Homes (collectively "Mobile Homes") located on pads at the Mobile Home Park operated on the Premises; and

WHEREAS, the Klarchek Family Trust created under the Trust Agreement Establishing The Klarchek Family Trust dated March 19, 2001 ("Klarchek Trust") owns a majority ownership interest of Landlord and the Mobile Home Park, which is referred to in The Klarchek Trust as "manufactured home community"; and

WHEREAS, the Borrower is owned and controlled, directly or indirectly, by Richard J. Klarchek ("Klarchek") who is the grantor of The Klarchek Trust; and

WHEREAS, Borrower occupies all or part of the Premises, including the placement of Mobile Homes and Manufactured Homes on pads in the Mobile Home Park, pursuant to a master lease, lease or other agreement with the Landlord, a true and correct copy of which, together with all amendments, modifications, substitutions, extensions or replacements are attached as Exhibit A and which shall include any new lease hereafter entered into between Borrower and Landlord (the "Lease"). The Premises is legally described on Exhibit B.

NOW, THEREFORE, in consideration of the foregoing to induce Bank to extend the Credit Expiration Date to CHS and Emerald One under the Credit Documents and other accommodations, which Borrower acknowledges, directly or indirectly benefit, Drake Rentals and New Eagle, pursuant to the Credit Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby covenants and agrees as follows:

1. Landlord agrees that all rights which Landlord now or hereafter may have, under the laws of the State of Illinois or by virtue of the Lease, or by virtue of Borrower's tenancy or occupation of the Premises, including Mobile Homes or Manufactured Homes located on pads, to levy or distraint upon, or to claim or assert any lien, right, claim or title to, any of the Collateral, which now or hereafter may be located on the Premises, or pads on the Premises are hereby subordinated to payment in full of the outstanding balance of the Credit Maximum and the observance and performance of all other of Borrower's obligations under the Credit Documents.

2. Landlord agrees that with respect to the Collateral:

(a) the Collateral is and shall remain personal property notwithstanding the manner or mode of the attachment of any item of Collateral to the Premises or to a pad;

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- (b) the Collateral is not and shall not become or be deemed to be fixtures;
- (c) the Bank's security interest in the Collateral is superior to any lien, right, claim or title of any nature which the Landlord now or hereafter may have or assert with respect to the Collateral by statute, any lease, or any other agreement or otherwise;
- (d) the Landlord will not assert against any of Borrower's Mobile Homes, Manufactured Homes, inventory or accounts receivable, any statutory or possessory liens, including without limitation, rights of levy or distraint for rent, all of which the Landlord hereby waives;
- (e) the Landlord will notify Bank if Borrower defaults on its Lease or any obligations to the Landlord and allow the Bank thirty (30) days after the expiration of any cure period whether for the benefit of Borrower or tenant leasing a pad and from the Bank's receipt of notice in which to cure or cause Borrower to cure any such default, but in no event or circumstance shall the Bank be required to cure any such default;
- (f) if, for any reason whatsoever, (i) the Landlord either deems itself entitled to redeem or to take possession of any pads at the Premises on which a Mobile Home or Manufactured Homes exists during the term of Borrower's Lease, Landlord shall notify the Bank at least thirty (30) days prior to taking any action, or (ii) Landlord intends to sell or otherwise transfer all or any part of its interest in the Premises or the Mobile Home Park, the Landlord will notify the Bank at least ninety (90) days before selling or transferring the Premises or the Mobile Home or Manufactured Homes;
- (g) the Bank may, without affecting the validity of this Agreement, extend, amend or in any way modify the terms of payment or performance of any of Borrower's obligations to the Bank, without the consent of the undersigned and without giving notice to the undersigned; and
- (h) the Bank and its agents shall have the right, upon reasonable notice, to enter the Premises to inspect the Collateral.

3. In the event of default by Borrower in the payment or performance of any of the Credit Documents, Bank may (a) maintain the Collateral, including Mobile Homes or Manufactured Homes, on the Premises or pads and (i) conduct sales of the collateral on the Premises and/or (ii) accept assignment of a Lease(s), including leases of any of Landlord's tenants who are in default of their obligations to Landlord ("Tenant Leases") for any pads at the Premises, provided once the Bank acquires title to the Collateral, the Bank makes or causes to be made the rental payments for the pads under the applicable Lease, including Tenant Leases, and adequately insures the Collateral or (b) remove the Collateral or any part thereof from the Premises or pads without objection, delay, hindrance or interference by Landlord and, in such case, Landlord will make no claim or demand whatsoever against the Collateral. In addition to, but not in lieu of the Bank's rights, in the event of any such default by Borrower, and upon written notice from the Bank as to Borrower's default, Landlord agrees that it will (a) cooperate with Bank in order for the Bank to exercise any or all of its rights and remedies under the Credit Documents, to maintain the Collateral, including Mobile Homes or Manufactured Homes on the

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Premises or pads as hereinbefore provided, to assemble and/or remove all of the Collateral located on the Premises or pads; (c) permit Bank to enter the Premises to remove, appraise, display, prepare for sale or lease, repair, lease, transfer and/or sell the Collateral and otherwise to exercise any or all of its right and remedies under the Credit Documents; (d) not hinder Bank's actions in enforcing its security interest in the Collateral; (e) if requested by the Bank, assign the Lease and/or the Tenant Lease of any pad on which the Collateral is located; and (f) if requested by the Bank, exercise commercially reasonable efforts on commercially reasonable terms to lease, sell, finance or refinance, as applicable, of Mobile Homes that are part of the Collateral where the occupant is in default of his/her obligations to Borrower or Landlord.

4. The Borrower hereby unconditionally and irrevocably authorizes the Landlord to: (a) rely upon the validity and correctness of any such notice from the Bank, and (b) following Landlord's receipt of such notice, grant and allow access to the Bank (or its agents, attorneys or representatives) to the Premises without any duty or obligation to make inquiry of the Bank or oversee or monitor in any way the activities of the Bank in the Premises. The Borrower hereby unconditionally releases the Landlord from any such claim, allegation or assertion by the Borrower so long as the Landlord receives the written notice from Bank. If the Landlord shall obtain possession of any Collateral, the Landlord shall notify the Bank in writing that the Landlord has obtained possession of such Collateral and shall deliver possession of such Collateral to the Bank. In the event that the Bank removes any or all of the Collateral from the Premises, the Bank shall repair any damage to the Premises resulting from the removal of any of the Collateral. The Bank shall also indemnify Landlord from any damage, loss or liability incurred by the Landlord.

5. Landlord will notify Bank of, and Landlord will respond in writing to Bank's written inquiries concerning Borrower's defaults on any of its obligations to Landlord under the Lease and allow Bank the same period of time provided to Borrower in the Lease in which to cure or cause Borrower to cure any such default (such cure period to commence for Bank on the date Bank receives notice of any such default), and Bank will have the right (but not the obligation) to perform on Borrower's behalf all obligations of Borrower under the Lease and Landlord hereby agrees to accept such performance. Notwithstanding the foregoing, Bank shall not be responsible for the payment of any default interest, penalty or other charges arising in connection with Borrower's defaults.

6. Landlord represents and warrants that (a) the Lease is in full force and effect and has not been modified, amended or extended in any respect and represents the entire agreement between Landlord and Borrower with respect to the subject matter thereof; (b) this Agreement has been duly executed and delivered to the Bank by each owner or operator of the Mobile Home Park and/or the landlord, the lessee, the ground lessor, the ground lessee and the owner of the simply title thereof, as applicable, or any individual, entity, trust or other owner of real estate on which the Collateral is located; (c) there are no defaults on the part of Landlord or, to the best of Landlord's knowledge, on the part of Borrower under the Lease and no condition exists which, with the service of notice or the passage of time, or both, would cause Landlord or Borrower to be in default.

7. The agreements contained herein shall continue in force until the date as of which all of the obligations and liabilities of the Borrower, including the Credit Maximum and

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Borrower's obligations under the Credit Documents, are paid and satisfied in full, Borrower's obligations have been fully performed and all financing arrangements between Bank and Borrower and its affiliates have been terminated. The agreements contained herein may not be modified or terminated orally, and shall be binding upon the successors, assigns and personal representatives of Landlord, upon any successor owner or transferee of the premises, and upon any purchasers (including any mortgagee) from the Landlord.

8. Until all of the obligations and liabilities of the Borrower under the Credit Documents have been performed, including payment of the Credit Maximum, the Bank shall have the right, upon reasonable notice, to enter the Premises to inspect the Collateral and exercise any of the Bank's rights and remedies under the Credit Documents.

9. Any capitalized term that is not defined in this Agreement shall have the meaning ascribed to it in the Credit Agreement and Credit Documents.

10. Any notice which any party hereto gives to any other party hereunder shall be in writing and shall be deemed given when delivered in person through a representative of the party, or two (2) business days after depositing in United States, certified or registered mail, return receipt requested, addressed to the party, at the address of such party set forth below, or at such other address as the party to whom notice is to be given has specified by notice hereunder to the party seeking to give such notice:

Bank: TCF National Bank  
800 Burr Ridge Parkway  
Burr Ridge, Illinois 60527  
Attn: David Veurink, Executive Vice President

with a copy to: Robbins, Salomon & Patt, Ltd.  
25 East Washington Street, Suite 1000  
Chicago, Illinois 60602  
Attn: Michael D. Schlesinger, Esq.

Landlord: Sunset Village Limited Partnership  
c/o Capital First Realty, Inc.  
875 North Michigan Avenue, Suite 3800  
Chicago, Illinois 60611

with a copy to: Wolin, Kelter & Rosen, Ltd.  
55 West Monroe Street, Suite 3600  
Chicago, Illinois 60603  
Attn: Philip S. Wolin

**[SIGNATURE PAGE TO FOLLOW]**

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date set forth above.

LANDLORD:

Sunset Village Limited Partnership, an Illinois limited partnership

By: Sunset Village Corp., an Illinois corporation  
Its: General Partner

By:   
Name: Richard J. Klarchek  
Its: President

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## ACKNOWLEDGEMENT AND CONSENT

The undersigned Borrower acknowledges receipt of a copy of the foregoing Landlord's Agreement and Waiver, consents to all of the terms and conditions thereof, and agrees that Borrower shall not violate any of, and shall cooperate fully in the enforcement of, the terms thereof.


Dated: May 9, 2009

### EMERALD ONE, LLC

By: Capital First Realty, Inc.  
Its: Manager

By:   
Richard J. Klarchek  
Its: President

### EAGLE 202 FINANCIAL, LLC

By:   
Richard J. Klarchek  
Its: Sole Member

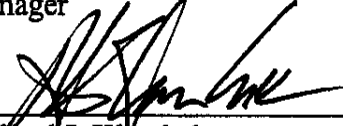
### CAPITAL HOME SALES, LLC

By: Capital First Realty, Inc.  
Its: Manager

By:   
Richard J. Klarchek  
Its: President

### DRAKE RENTALS, LLC

By: Capital First Realty, Inc.  
Its: Manager

By:   
Richard J. Klarchek  
Its: President

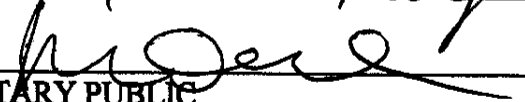


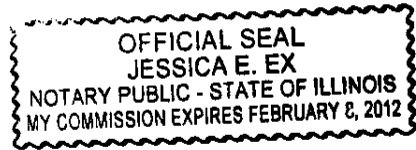
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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, Jessica Ex, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Klarchek, the President, of Sunset Village Corporation, an Illinois corporation, the general partner of Sunset Village Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Sunset Village Corporation appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company in his capacity as the President of the general partner of the limited partnership, which is the sole member, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of May  
2009.

  
\_\_\_\_\_  
NOTARY PUBLIC




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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Jessica Ex, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD J. KLARCHEK, the President of CAPITAL FIRST REALTY, INC., an Illinois corporation, the Manager of EMERALD ONE, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of the Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company in his capacity as the President of the Manager of EMERALD ONE, LLC for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of May, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC



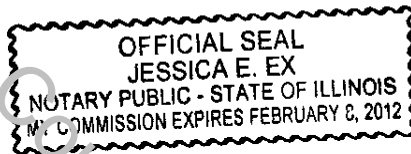
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Jessica E, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD J. KLARCHEK, the President of CAPITAL FIRST REALTY, INC., an Illinois corporation, the Manager of CAPITAL HOME SALES, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of the Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company in his capacity as the President of the Manager of CAPITAL HOME SALES, LLC for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of May, 2009.

Jessica E  
NOTARY PUBLIC



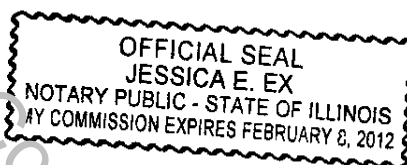
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STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, Jessica Ex, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD J. KLARCHEK, the President of CAPITAL FIRST REALTY, INC., an Illinois corporation, the Manager of DRAKE RENTALS, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of the Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company in his capacity as the President of the Manager of DRAKE RENTALS, LLC for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of May, 2009.

Jessica Ex  
 NOTARY PUBLIC



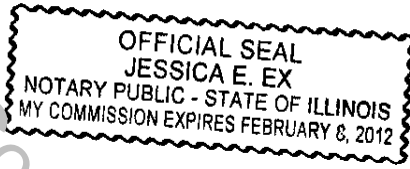
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STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

I, Jessica EK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD J. KLARCHEK, the sole Member of Eagle 202 Financial, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such sole Member appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company in his capacity as the sole Member of Eagle 202 Financial, LLC for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of May, 2009.

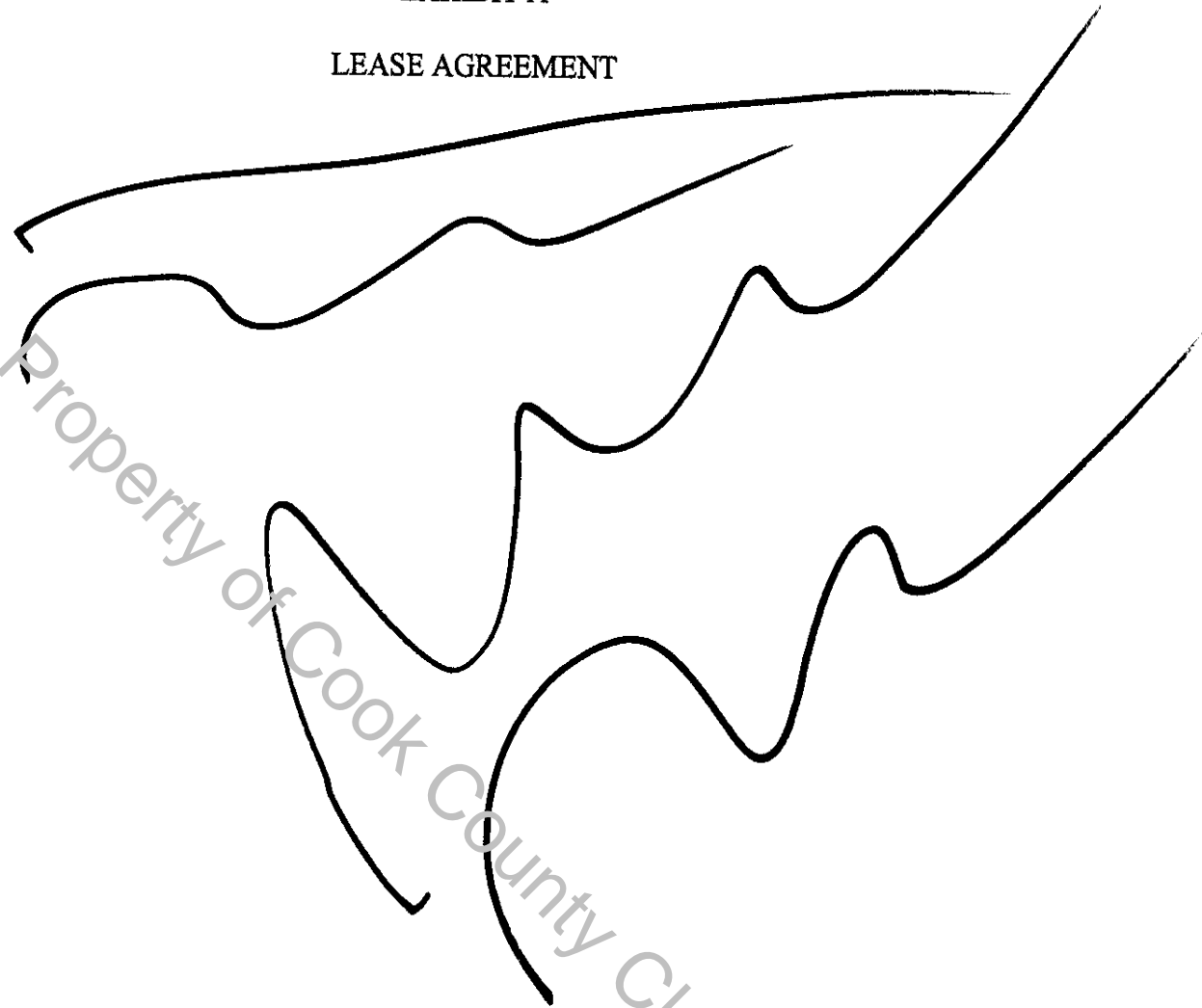
Jessica EK  
NOTARY PUBLIC



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## EXHIBIT A

### LEASE AGREEMENT



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## EXHIBIT B

### LEASEHOLD DESCRIPTION OF THE PREMISES

#### PARCEL 2:

LEASEHOLD ESTATE AS CREATED BY THE INSTRUMENT HEREAFTER REFERRED TO AS THE LEASE, EXECUTED BY TONY MARION AND GRACE MARINO, HIS WIFE, LESSORS, TO COOK COUNTY MOBILE HOMES, INC., A CORPORATION OF ILLINOIS, LESSEE, DATED SEPTEMBER 14, 1957, AND RECORDED OCTOBER 11, 1957, AS DOCUMENT 17736321, AND AMENDED BY INSTRUMENT RECORDED OCTOBER 9, 1958, AS DOCUMENT 17341867, AND DOCUMENT 96709584 AND DOCUMENT 0010624076, WHICH DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1957, AND ENDING AUGUST 31, 2056:

THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE OF WAUKEGAN ROAD AND THE SOUTH LINE OF SAID LOT 30; RUNNING THENCE WEST, 300.00 FEET; THENCE NORTH AT A RIGHT ANGLE TO SAID SOUTH LINE OF LOT 30 TO A POINT ON THE NORTH LINE OF THE SOUTH 293.16 FEET OF LOT 30; THENCE EAST ALONG SAID NORTH LINE TO A POINT IN THE CENTERLINE OF WAUKEGAN ROAD; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LEASEHOLD ESTATE AS CREATED BY THE INSTRUMENT HEREAFTER REFERRED TO AS THE LEASE, EXECUTED BY TONY MARION AND GRACE MARINO, HIS WIFE, LESSORS, TO COOK COUNTY MOBILE HOMES, INC., A CORPORATION OF ILLINOIS, LESSEE, DATED AUGUST 29, 1958, BUT ACTUALLY ENTERED INTO ON SEPTEMBER 1, 1957, AND RECORDED OCTOBER 9, 1958, AS DOCUMENT 17341868, AND DOCUMENT 96709584 AND DOCUMENT 0010624076, DEMISING THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1957, AND ENDING AUGUST 31, 2056:

#### PARCEL A:

THE NORTH 42.16 FEET OF THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FEET WEST OF THE INTERSECTION OF THE CENTERLINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID

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SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTERLINE WITH SAID SOUTH LINE, IN COOK COUNTY ILLINOIS.

## PARCEL B:

THAT PART OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF WAUKEGAN ROAD, 167.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30, (AS MEASURED PERPENDICULARLY THERETO); THENCE WEST PARALLEL WITH SAID SOUTH LINE 128.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE, 116.85 FEET; THENCE SOUTH PERPENDICULAR TO SAID SOUTH LINE, 75.00 FEET; THENCE WEST PARALLEL WITH SAID SOUTH LINE, 42.15 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FEET WEST OF THE INTERSECTION OF SAID CENTERLINE WITH SAID SOUTH LINE; THENCE NORTH ALONG THE AFORESAID PERPENDICULAR LINE, 127.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 219.00 FEET OF SAID LOT; THENCE EAST ALONG SAID NORTH LINE, 159.00 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PERPENDICULAR LINE, 52.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

## PARCEL C:

THE NORTH 32.00 FEET OF THE SOUTH 251.00 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FEET WEST OF THE INTERSECTION OF THE CENTERLINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTERLINE WITH SAID SOUTH LINE, IN COOK COUNTY, ILLINOIS.

## STAGING AREA:

THAT PART OF THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF WAUKEGAN ROAD, 167.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30 (AS MEASURED PERPENDICULARLY THERETO); THENCE WEST PARALLEL WITH SAID SOUTH LINE, 245.00 FEET; THENCE



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SOUTH PERPENDICULAR TO SAID SOUTH LINE, 75.00 FEET; THENCE WEST PARALLEL WITH SAID SOUTH LINE, 42.15 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FEET WEST OF THE INTERSECTION OF SAID CENTERLINE WITH SAID SOUTH LINE; THENCE NORTH ALONG THE AFORESAID PERPENDICULAR LINE, 201.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 293.16 FEET THEREOF; THENCE EAST ON SAID NORTH LINE, 277.44 FEET TO SAID CENTERLINE; THENCE SOUTHERLY ALONG SAID CENTERLINE 126.54 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF WAUKEGAN ROAD, AS WIDENED PER DOCUMENT 88178434, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

THE NORTH 42.16 FEET OF THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT AND PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FEET WEST OF THE INTERSECTION OF THE CENTERLINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTERLINE WITH SAID SOUTH LINE, ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS THAT PART OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT POINT ON THE CENTERLINE OF WAUKEGAN ROAD, 167.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30 (AS MEASURED PERPENDICULARLY THERETO); THENCE WEST PARALLEL WITH SAID SOUTH LINE, 128.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE, 116.85 FEET; THENCE SOUTH PERPENDICULAR TO SAID SOUTH LINE, 75.00 FEET; THENCE WEST PARALLEL WITH SAID SOUTH LINE, 42.15 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FEET WEST OF THE INTERSECTION OF SAID CENTERLINE WITH SAID SOUTH LINE; THENCE NORTH ALONG THE AFORESAID PERPENDICULAR LINE, 127.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 219.00 FEET OF SAID LOT; THENCE EAST ALONG SAID NORTH LINE, 159.00 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PERPENDICULAR LINE, 52.00 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM THAT PART THEREOF, DESCRIBED THE NORTH 32.00 FEET OF THE SOUTH 251.00 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT AND PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FEET WEST OF THE INTERSECTION OF THE CENTERLINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID

# UNOFFICIAL COPY



SOUTH LINE 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTERLINE WITH SAID SOUTH LINE, IN COOK COUNTY, ILLINOIS.

Common Address: 2450 Waukegan Road, Glenview, Illinois

P.I.N.:  
04-23-300-004-0000  
04-23-302-004-0000  
04-23-401-003-0000

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