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Cook County Recorder of Deeds
Date: 10/22/2010 09:04 AM Pg: 1 of 12

Michael D. Burstein
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBER:

16-35-122-023-0000

PROPERTY ADDRESS:

3307 South Lawndale Avenue
Chicago, Illinois

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ASSIGNMENT OF RENTS AND LEASES

This **ASSIGNMENT OF RENTS AND LEASES** dated as of October 18, 2010 (this "**Assignment**"), is jointly and severally executed by **DEAN M. EBERHARDT, TRUSTEE OF THE DEAN M. EBERHARDT TRUST** and **DEAN M. EBERHARDT, TRUSTEE OF THE MARK D. EBERHARDT TRUST** (collectively, the "**Assignors**"), as tenants-in-common with each holding an undivided fifty percent (50%) interest in the Premises (as hereinafter defined), v nos; address is 809 Lakeside Drive, Downers Grove, Illinois 60516, to and for the benefit of **FIRSTMERC BANK, N.A.**, a national banking association, together with its successors and assigns (the "**Lender**"), whose address is 101 North Wacker Drive, Suite 160, Chicago, Illinois 60606.

RECITALS:

A. The Lender has agreed to loan to the Assignors the original principal amount of **ONE MILLION FOUR HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS** (\$1,495,000.00) (the "**Mortgage Loan**"), as evidenced by that certain Promissory Note dated even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "**Mortgage Note**"), jointly and severally executed by the Assignors and made payable to the order of the Lender.

B. Pursuant to the terms and conditions contained in that certain Credit and Security Agreement dated as of even date herewith, executed by and between **MRC POLYMERS, INC.**, an Illinois corporation (the "**Commercial Borrower**"); the Assignors and the Commercial Borrower are

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collectively referred to as the "**Borrowers**"), and the Lender (the "**Loan Agreement**"), the Lender has agreed to loan to the Commercial Borrower the aggregate principal amount of **SIX MILLION TWO HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS (\$6,272,000.00)** (collectively, the "**Commercial Loans**"; the Mortgage Loan and the Commercial Loans are collectively referred to in this Assignment as the "**Loans**"). The Commercial Loans shall be evidenced by:

(i) that certain Revolving Note of even date herewith (as amended, restated or replaced from time to time, the "**Revolving Note**"), executed by the Commercial Borrower and made payable to the order of the Lender in the maximum principal amount of **FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00)**;

(ii) that certain Term Note 1 of even date herewith (as amended, restated or replaced from time to time, the "**Term Note 1**"), executed by the Commercial Borrower and made payable to the order of the Lender in the original principal amount of **SEVEN HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS (\$772,000.00)**; and

(iii) that certain Term Note 2 of even date herewith (as amended, restated or replaced from time to time, the "**Term Note 2**"; the Revolving Note, the Term Note 1 and the Term Note 2 are collectively referred to in this Assignment as the "**Commercial Notes**"; the Mortgage Note and the Commercial Notes are collectively referred to in this Assignment as the "**Notes**"), executed by the Commercial Borrower and made payable to the order of the Lender in the original principal amount of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)**.

B. Pursuant to the terms of that certain Reimbursement Agreement dated as of even date herewith (the "**Reimbursement Agreement**") executed by and between the Commercial Borrower and the Lender, the Lender has agreed to issue to Amalgamated Bank of Chicago (the "**Trustee**") an Irrevocable Letter of Credit (No. RB1000000067) in the original face amount of **FOUR MILLION THREE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED THIRTY-FIVE AND 44/100 DOLLARS (\$4,344,435.44)** (the "**IRB Letter of Credit**") as required by that certain Trust Indenture dated as of October 1, 2001, by and between the City of Chicago (the "**Issuer**") and the Trustee and that certain Loan Agreement dated as of October 1, 2001, by and between the Issuer and the Commercial Borrower, under which the Issuer issued its Variable Rate Demand Industrial Development Revenue Bonds (MRC Polymers, Inc. Project) Series 2001 in the aggregate principal amount of **SIX MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,500,000.00)** and loaned to the Commercial Borrower certain proceeds of the sale of the Bonds.

C. A condition precedent to (i) the Lender's extension of the Loans to the Borrowers and (ii) the Lender's execution of the Reimbursement Agreement and its issuance of the IRB Letter of Credit, is the execution and delivery by the Assignors of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENTS:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, jointly and severally executed by the Assignors

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to and for the benefit of the Lender (as amended, modified or replaced from time to time, the "Security Instrument").

2. **Grant of Security Interest.** The Assignors hereby grant, transfer, set over and assign to the Lender, all of the right, title and interest of the Assignors in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to the Lender given to secure:

(a) the payment by the Borrowers when due of (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Lender by the Borrowers under or with respect to the Loan Documents (as defined in the Security Instrument) and/or the Interest Rate Agreements (as defined in the Security Instrument); and (iii) all costs and expenses paid or incurred by the Lender in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Borrowers of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Borrowers or any other obligor to or benefiting the Lender which are evidenced or secured by or otherwise provided in the Loan Agreement, the Notes, this Assignment, any of the other Loan Documents or any of the Interest Rate Agreements, together with all amendments and modifications thereof.

3. **Representations and Warranties of the Assignors.** The Assignors represent and warrant to the Lender that:

(a) this Assignment, as executed by the Assignors, constitutes the legal and binding obligation of the Assignors enforceable in accordance with its terms and provisions;

(b) the Assignors are the lessor under all Leases;

(c) there is no other existing assignment of the Assignors' entire interest or any part of the Assignors' interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor have the Assignors entered into any agreement to subordinate any of the Leases or the Assignors' right to receive any of the rents, issues, income or profits assigned hereunder;

(d) the Assignors have not executed any instrument or performed any act which may prevent the Lender from operating under any of the terms and provisions hereof or which would limit the Lender in such operation; and

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(e) there are no defaults by the landlord and, to the Assignors' knowledge, there are no material defaults by tenants under any Leases.

4. **Covenants of the Assignor**. The Assignors covenant and agree that so long as this Assignment shall be in effect:

(a) the Assignors shall not lease any portion of the Premises unless the Assignors obtain the Lender's prior written consent to all aspects of such lease;

(b) the Assignors shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignors shall not do or suffer to be done anything to impair the security thereof. The Assignors shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) the Assignors 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) the Assignors shall not make any other assignment of their entire or any part of their interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) the Assignors shall not modify the terms and provisions of any Lease, nor shall the Assignors give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Lender's prior written consent; provided, however, that the Assignors may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) the Assignors shall not 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 of 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; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignors and the Lender;

(g) the Assignors shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) the Assignors shall not waive or excuse the obligation to pay rent under any Lease;

(i) the Assignors shall, at their 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

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obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear;

(j) the Assignors shall give prompt notice to the Lender of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) the Assignors shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Lender of any material breach by the tenant or guarantor under any such Lease;

(l) the Assignors shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) the Assignors shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Lender as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such surpluses have actually been received in cash by the Lender as security for tenant's performance under such Lease; and

(n) if any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignors covenant and agree that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Lender. The Assignors hereby assign any such payment to the Lender and further covenant and agree that upon the request of the Lender, they will duly endorse to the order of the Lender any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Section 6) shall occur, the Assignors shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignors' right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignors. The Lender shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "**Event of Default**" shall occur under this Assignment upon the occurrence of (a) a breach by the Assignors of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Security Instrument, or (b) any other Event of Default described in the Notes, the Security Instrument or any of the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, the Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without

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further notice or demand on the Assignors, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of any of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Security Instrument or any other lien or security interest granted by the Loan Documents:

(a) declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) enter upon and take possession of the Premises, either in person or by 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 the Lender may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Lender, 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 which the Lender 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 and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. 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 the Lender, without proof of default hereunder, upon receipt from the Lender of written notice to thereafter pay all such rents and other amounts to the Lender and to comply with any notice or demand by the Lender 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 the Assignor shall facilitate in all reasonable ways the Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Lender; and

(d) make any payment or do any act required herein of the Assignors in such manner and to such extent as the Lender may deem necessary, and any amount so paid by the Lender shall become immediately due and payable by the Assignors with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by the Lender out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Lender shall elect in its sole and absolute discretion.

9. Limitation of the Lender's Liability. The Lender shall not be liable for any loss sustained by the Assignors resulting from the Lender's failure to let the Premises or from any other act or omission of the Lender in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Lender shall not be obligated to observe, perform or discharge, nor does the Lender hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignors under or by reason of this Assignment. The Assignors shall and do hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Lender) and hold the Lender harmless from and against any and all liability, loss or damage which the Lender may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking

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on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignors be liable for any liability, loss or damage which the Assignors incur as a result of the Lender's gross negligence or willful misconduct. Should the Lender 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 demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignors with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Lender for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Lender 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. Nothing set forth herein or in the Security Instrument, and no exercise by the Lender of any of the rights set forth herein or in the Security Instrument shall constitute or be construed as constituting the Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Lender pursuant to the provisions hereof or of the Security Instrument.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by the Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Lender under the terms and provisions of such instruments, and the Lender 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. The Lender 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.

11. **Further Assurances.** The Assignors shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Lender may designate) and shall do or cause to be done such further acts, as the Lender may request, in order to permit the Lender to perfect, protect, preserve and maintain the assignment made to the Lender by this Assignment.

12. **Security Deposits.** The Assignors acknowledge that the Lender has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Lender assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Lender and the Assignors shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding upon the Assignors and their legal representatives, successors and assigns, and the rights, powers and remedies of the Lender under this Assignment shall inure to the benefit of the Lender and its successors and assigns.

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15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignors and the Lender at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as the Borrowers shall have paid the principal sum of the Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents, and by its acceptance thereof, the Lender agrees, at such time, to execute and deliver to the Assignors an instrument in recordable form, wherein the Lender acknowledges the termination of its rights hereunder or assigns such rights, without recourse, to the Assignors' designee.

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

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the address of the Assignors and the Lender, as the case may be, as specified in the Security Instrument.

19. **WAIVER OF TRIAL BY JURY.** THE ASSIGNORS AND THE LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH OF THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

20. **Trustee's Exculpation.** This Assignment is executed by DEAN M. ELLERHARDT (the "**Trustee**"), not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Assignment, all such liability being expressly waived by the Assignee and by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the corpus of the trusts comprising the Mortgages or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor; provided, however, that nothing contained in this **Section 20** shall be deemed to release, limit or

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otherwise affect Dean M. Eberhardt's liabilities and obligations under any separate guaranty executed by him.

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COOK COUNTY
 RECORDER OF DEEDS
 SCANNED BY


COOK COUNTY
 RECORDER OF DEEDS
 SCANNED BY _____

Property of Cook County Clerk's Office

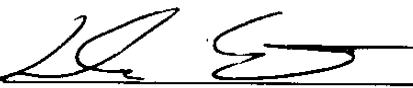
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IN WITNESS WHEREOF, the Assignors have executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

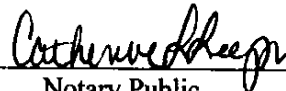
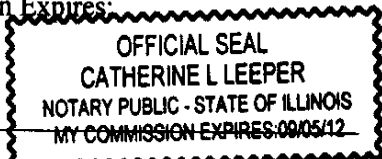
THE DEAN M. EBERHARDT TRUST

By: 
 Dean M. Eberhardt, not personally but solely
 as Trustee thereof

THE MARK D. EBERHARDT TRUST

By: 
 Dean M. Eberhardt, not personally but solely
 as Trustee thereof

Property of Cook County Clerk's Office

STATE OF ILLINOIS)	
)	SS.
COUNTY OF COOK)	
<p>The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that DEAN M. EBERHARDT, not personally but solely as the Trustee of each of THE DEAN M. EBERHARDT TRUST and THE MARK D. EBERHARDT TRUST, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trustee, 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 trusts, for the uses and purposes therein set forth.</p> <p>GIVEN under my hand and notarial seal this <u>15th</u> day of October, 2010.</p> <p style="text-align: center;"><u></u> Notary Public</p> <p>My Commission Expires:</p>		
		

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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

THAT PART OF THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET EAST OF THE WEST LINE AND 150 FEET SOUTH OF THE NORTH LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$ (SAID LINE BEING ALSO THE SOUTHERLY LINE OF RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY) A DISTANCE OF 39.3 FEET TO A POINT OF CURVE IN SAID RIGHT OF WAY; THENCE SOUTHEASTERLY ON A CURVE TANGENT TO THE LAST DESCRIBED LINE AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$; THENCE WEST ON THE LAST DESCRIBED LINE 300.32 FEET TO A LINE PARALLEL TO AND 13 FEET EAST OF THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE SAID SOUTHEAST $\frac{1}{4}$, THE SAID LINE BEING ALSO THE EAST LINE OF LAWNDALE AVENUE; THENCE NORTH 540.31 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SAID EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ WITH A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID; THENCE EAST ON THE LAST DESCRIBED LINE 292.36 FEET; THENCE SOUTHEAST ON A STRAIGHT LINE 77.55 FEET TO A POINT IN A LINE PARALLEL TO AND 20 FEET WEST OF THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID, SAID POINT BEING 565.11 FEET NORTH OF THE SOUTH LINE OF THE SAID NORTHWEST $\frac{1}{4}$; THENCE NORTH 41.61 FEET TO A POINT OF CURVE IN THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY ON A CURVE TANGENT TO THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS NORTHERN RAILWAY AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO A POINT IN THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID; THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING EASTERLY OF A LINE 75 FEET WESTERLY OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID

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SECTION 35) AND EXCEPT FROM AFORESAID PARCELS 1 AND 2 TAKEN AS A TRACT: THAT PART OF THE NORTH 690.31 FEET OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ WITH THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE NORTH ALONG SAID EAST LINE 151.70 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 4.95 FEET; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ½ OF SAID SOUTHEAST ¼ OF THE NORTH WEST ¼ FOR A DISTANCE OF 282.76 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 9 DEGREES 24 MINUTES 02 SECONDS TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 108.66 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 65 DEGREES 16 MINUTES 03 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 91.53 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 595 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 595 FEET FOR A DISTANCE OF 20.48 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 94.63 FEET TO A POINT IN THE WEST LINE OF THE EAST 75 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼, SAID POINT BEING 80 FEET NORTH OF THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID (AS MEASURED IN SAID WEST LINE OF THE EAST 75 FEET); THENCE SOUTH IN SAID WEST LINE OF THE EAST 75 FEET FOR A DISTANCE OF 80 FEET TO THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE WEST ON SAID SOUTH LINE OF THE NORTH 690.31 FEET FOR A DISTANCE OF 558.82 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

3307 South Lawndale Avenue
Chicago, Illinois

PERMANENT TAX INDEX NUMBER:

16-35-122-028-0000