

# UNOFFICIAL COPY

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MAIL TO:**

Nutter, McClennen & Fish, LLP  
Seaport West  
155 Seaport Boulevard  
Boston, MA 02210-2604  
Attn: Paul J. Ayoub, Esq.



Doc#: 1107744054 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/18/2011 12:09 PM Pg: 1 of 10

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THIS SPACE ABOVE FOR RECORDER'S USE

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (together with any and all amendments, modifications, supplements, substitutions, extensions, restatements, renewals or replacements from time to time, this "Assignment") is made as of March 17<sup>th</sup>, 2011, by DIV WOODFIELD GARDENS PROPERTY, LLC, a Massachusetts limited liability company (the "Assignor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as agent and administrative bank (in such capacity, the "Assignee" or "Administrative Bank"), for itself and the other financial institutions which are now or may in the future become a party to the Loan Agreement (as defined below) after the date hereof (individually, a "Lender" and collectively, the "Lenders"). All capitalized terms not defined herein shall have the same meanings set forth in the Loan Agreement (as defined below).

### WITNESSETH:

WHEREAS, Lenders are making a loan (the "Loan") in the original aggregate principal amount of **Twenty-Five Million Two Hundred Fifty Thousand and No/100 Dollars (\$25,250,000)** to Assignor, pursuant to the terms of that certain Construction Loan and Security Agreement by and among Assignor, DIV Woodfield Gardens, LLC, a Massachusetts limited liability company, Administrative Bank and the Lenders (as the same may be amended or modified from time to time, the "Loan Agreement"), which Loan is evidenced by that certain promissory note, dated the date hereof, made by Assignor to the order of Administrative Bank in the aggregate amount of the Loan, as the same may be amended, supplemented, renewed or replaced from time to time (the "Note"); and

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WHEREAS, the Note is secured by, among other things, that certain Mortgage, Assignment of Rents and Security Agreement, dated the date hereof, given by Assignor to Assignee (as the same may be amended or modified from time to time, the "**Mortgage**"), encumbering that certain real property situated in the County of Cook, State of Illinois, as is more particularly described on **Exhibit A** attached hereto and all Improvements (as defined in the Loan Agreement) thereon (said real property and Improvements are hereinafter sometimes collectively referred to as the "**Property**"); and

WHEREAS, as a condition of the Loan, Assignor agreed to further secure the performance of the terms, covenants and agreements of the Loan Documents by entering into this Agreement.

NOW, THEREFORE, in consideration of Assignee making the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably, absolutely and unconditionally, bargain, transfer, pledge, convey, sell, assign, set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (a) the Leases; (b) all rents and other sums due under any Leases (the "**Rents**"); (c) all security deposits, guarantees and other security held by Assignor in connection with the Leases; (d) all credits, rights, options, claims and causes of action in connection with the Leases and Rents; (e) all proceeds from the sale or other disposition of the Leases; (f) the right to receive and apply the Rents to the payment of the Obligations; (g) any award or other payment which Assignor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving any present or future Tenant; (h) any and all payments made by or on behalf of any Tenant in lieu of Rent; and (i) all rights to insurance proceeds, condemnation awards and similar payments under Leases.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, the parties hereby agree as follows:

1. This instrument is an absolute, unconditional, present, effective, irrevocable and completed assignment of the Leases and the Rents and grant of the powers of Assignee set forth herein, and not an assignment for security. As long as there is no Event of Default, Assignor is hereby granted a revocable license by Assignee, subject to the terms and conditions of Article III of the Loan Agreement, to collect the Rents and to take all actions with respect to all Leases, subject to the terms of the Loan Documents (the "**License**"). Upon the occurrence of an Event of Default, the License, at Administrative Bank's option, may be revoked without notice to Assignor. Assignee may thereafter, without taking possession of the Property, collect the Rents. From and after such revocation of the License, Assignor shall be the agent of Assignee for collection of the Rents and any Rents so collected by Assignor shall be held in trust by Assignor for the sole and exclusive benefit of Assignee. In the event Assignor is given notice of the revocation of such License, Assignor shall, within one (1) Business Day after receipt of any Rents, pay the same to Assignee to be applied by Assignee as hereinafter set forth. The existence or exercise of the License to collect Rent shall not operate to subordinate this Assignment to any subsequent assignment. This Assignment shall be fully operative without any further action on the part of any Person.

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2. Upon revocation of the License, to the extent permitted by law, Assignee shall have the right and authority, without any notice to or demand on Assignor and without releasing Assignor from any obligation hereof, to: (a) manage and operate the Property, with full power to employ agents to manage the Property; (b) enter into Leases, service contracts and other agreements; obtain insurance; provide utility service; pay all taxes, brokerage commissions and other expenses in connection with the Property, including the Obligations; make repairs and improvements to the Property and do all other acts relating to the management of the Property; (c) demand, collect, receive and sue for the Rents, including those past due and unpaid; (d) dispose by the usual summary proceedings any tenant under a Lease (a "**Tenant**") in default; (e) at its option, and to the extent not prohibited by law, require Assignor to (i) pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in the possession of Assignor, and (ii) vacate and surrender possession of the Property to Assignee or to such receiver; or if Assignor is in default hereof, evict Assignor by summary proceedings or otherwise; and (f) irrevocably be Assignor's attorney-in-fact, coupled with an interest by virtue of this Assignment and appear in any proceeding and collect any award or payment to Assignor, in connection with the Property so long as any sums are outstanding under the Loan.

3. Assignee may apply the Rents received by Assignee, after deducting the costs of collection therefrom, including, without limitation, reasonable attorneys' fees and management fees, in such order or priority as Assignee may determine in its sole discretion, to (a) amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Assignee incurs in connection with the operation and management of the Property and (b) the Obligations.

4. Following the occurrence of an Event of Default or the revocation of the License, any sum advanced by Assignee for any purpose, together with interest thereon at the Default Rate from the date advanced by Assignee until repaid by Assignor, shall immediately be due and payable to Assignee by Assignor on demand and shall constitute part of the Obligations. The execution of this Assignment constitutes and evidences the irrevocable consent of Assignor to the entry upon and taking possession of the Property and the Equipment by Assignee to the extent permitted by law. The exercise by Assignee of the rights granted hereunder and the collection and application of the Rents as provided herein shall not (a) be considered a waiver by Assignee of any default under the Loan Documents, (b) prevent foreclosure of any liens on the Property, or (c) make Assignee liable under any of the Leases. All of Assignee's rights and privileges under the Loan Documents are expressly reserved as though this Assignment had not been entered into.

5. This Assignment shall not operate to place responsibility upon Assignee (a) for the management, upkeep, care, repair or control of the Property, (b) for the performance of any of the terms and conditions of any of the Leases, (c) for any waste committed on the Property by the Tenants or any other party, (d) for any dangerous or defective condition of the Property, (e) for any negligence in the management, upkeep, care, repair or control of the Property, or (f) to account for Rents other than Rents that are actually received by Assignee. Except for Assignee's gross negligence or willful misconduct, Assignee shall not be liable for

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any loss sustained by Assignor resulting from Assignee's failure to let the Property or from any other act or omission of Assignee in the management, upkeep, care, repair or control of the Property.

6. Assignor hereby indemnifies and holds Assignee harmless from and against any and all liability, loss, cost, expense or damage (collectively, "**Costs**") which may be incurred by reason of this Assignment, including, without limitation, claims, actions, suits, proceedings or demands ("**Claims**"): (a) of Tenants for security deposits not paid to Assignee (provided, however, this subsection (a) shall not apply to Assignor following the appointment of a receiver so long as all security deposits held or otherwise controlled by Assignor have been transferred to such receiver and thereafter no further security deposits are received or controlled by Assignor) or (b) asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases prior to Assignee taking possession or control of the Property or that relate to the period prior to the date upon which Assignee took possession or control of the Property. Should Assignee incur any liability by reason of this Assignment or in defense of any Claim for any Cost, the amount paid or incurred by Assignee shall: (i) be immediately due and payable to Assignee by Assignor upon demand; (ii) incur interest at the Default Rate from the date paid by Assignee until repaid by Assignor; and (iii) be secured by the Loan Documents.

7. At its sole cost and expense, Assignor shall appear in and defend any Claim in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or Tenants thereunder. Assignor shall pay on demand all Costs, including, without limitation, reasonable attorneys' fees and disbursements, which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such Claim, together with interest thereon at the Default Rate from the date incurred by Assignee until repaid.

8. Following the occurrence of an Event of Default or the revocation of the License, Assignee may notify Tenants or other parties of the existence of this Assignment and specifically authorize, instruct and direct Tenants to pay all unpaid and future Rents to Assignee upon written demand from Assignee. Assignor hereby agrees that Tenants may rely upon such demand without any inquiry into whether there exists an Event of Default or whether Assignee is otherwise entitled to said Rents. Any such payment shall discharge the Tenant's obligation to make such payment to Assignor. Assignor hereby waives all rights and Claims it may now or hereafter have against Tenants by reason of such payment of Rents to Assignee.

9. Assignee may (a) take or release any security for the Obligations, (b) release any Person primarily or secondarily liable for the Obligations, (c) grant extensions, renewals or indulgences with respect to the Obligations and (d) apply any other security held by it to the satisfaction of any portion of the Obligations, all without prejudice to any of its rights hereunder.

10. Assignee shall have the right to (a) institute suit and obtain a protective or mandatory injunction against Assignor to prevent a default hereunder; (b) sue for specific performance to enforce the observance of the agreements, covenants, terms and conditions contained herein; and (c) receive damages occasioned by any default by Assignor. Upon

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application to a court of competent jurisdiction, Assignee shall be entitled, as a matter of absolute right, to the appointment of a receiver to obtain and secure the rights and benefits intended to be provided to Assignee hereunder, without regard to the adequacy of the security under the Loan Documents and without further notice.

11. The acceptance of this Assignment and the collection of the Rents by Assignee in the event the License is revoked shall be without prejudice to Assignee. The rights of Assignee hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise.

12. This Assignment shall be in full force and effect continuously from the date hereof until (a) final judgment of foreclosure, (b) transfer of title via deed in lieu of foreclosure, or (c) payment in full of the Obligations and release of the Mortgage.

13. This Assignment shall not be construed as: (a) making Assignee a mortgagee-in-possession; (b) subordinating the Loan Documents to any Lease; provided, however, that any action or proceeding by Assignee to foreclose its liens encumbering the Property, enforce any other remedy contained in the Loan Documents or take any action by way of entry into possession after an Event of Default shall not operate to terminate any Lease unless Assignee so elects in writing; or (c) constituting or evidencing any payment on account of the Obligations. The Obligations shall be reduced only to the extent of cash payments applied by Assignee in reduction of the Obligations.

14. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed in the manner set forth in the Loan Agreement, and addressed to such party at its address set forth below:

Assignor:                   DIV Woodfield Gardens Property, LLC  
                                   c/o The Davis Companies  
                                   One Appleton Street  
                                   Boston, MA 02116  
                                   Attention: Jonathan G. Davis, President  
                                   Facsimile: (617) 451-3604

with copies to:           DIV Woodfield Gardens Property, LLC  
                                   c/o The Davis Companies  
                                   One Appleton Street  
                                   Boston, MA 02116  
                                   Attention: David B. Currie, General Counsel  
                                   Facsimile: (617) 451-3604

Assignee:                   U.S. Bank National Association  
                                   One Post Office Square, 29<sup>th</sup> Floor  
                                   Boston, MA 02109  
                                   Attention: Gordon Clough, Vice President

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Facsimile: (617) 357-1755

with a copy to: Nutter, McClennen & Fish, LLP  
Seaport West  
155 Seaport Boulevard  
Boston, MA 02210-2604  
Attention: Paul J. Ayoub, Esq.  
Facsimile: (617) 310-9270

Any party may change the address to which any such Notice is to be delivered by furnishing ten (10) days prior written notice of such change to the other parties in accordance with the provisions of this Section 14. Notices shall be deemed to have been given on the date set forth in the Loan Agreement, even if there is an inability to actually deliver any such notice because of a change of address of which no notice was given, or there is a rejection or refusal to accept any notice offered for delivery.

[Signature on the Following Page]

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IN WITNESS WHEREOF, Assignor has executed this Assignment, as an instrument under seal, as of the day and year first above written.

**ASSIGNOR:**

**DIV WOODFIELD GARDENS PROPERTY, LLC**, a Massachusetts limited liability company

By: DIV WOODFIELD GARDENS, LLC, a Massachusetts limited liability company, its Sole Member

By: WOODFIELD GARDENS MANAGER CORP., a Massachusetts corporation, its Manager

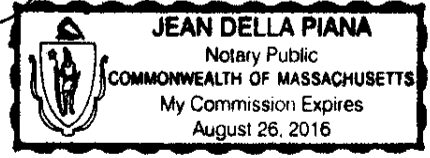
By: \_\_\_\_\_  
Name: Jonathan G. Davis  
Title: President

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

: SS  
:

On the 8<sup>th</sup> day of March, in the year 2011, before me, the undersigned, personally appeared Jonathan G. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of Woodfield Gardens Manager Corp., in its capacity as Manager of DIV Woodfield Gardens, LLC, in its capacity as Sole Member of DIV Woodfield Gardens Property, LLC, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and seal the day and year aforesaid.

  
Notary Public  
My Commission Expires:

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## Exhibit A

### Legal Description

Real property in the City of Rolling Meadows, County of Cook, State of Illinois, described as follows:

#### PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID EAST 40 RODS; THENCE NORTHWARD, ALONG THE WEST LINE OF SAID EAST 40 RODS, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 406.18 FEET; THENCE SOUTH 68 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 71.07 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 68 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 408.93 FEET; THENCE SOUTH 05 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET; THENCE SOUTH 38 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 81 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 03 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 35 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 490 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE NORTH 84 DEGREES 31 MINUTES 25 SECONDS WEST, A DISTANCE OF 124.05 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 23 MINUTES, 00 SECONDS WEST, A DISTANCE OF 810.93 FEET; THENCE EASTWARD ALONG A LINE, BEING 66 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 672.65 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST A DISTANCE OF 445.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 1 OF RAMLIN ROSE ESTATES UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

#### PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 180 FEET; THENCE NORTH 84 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 17 MINUTES 18



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SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE NORTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 81 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 395.00 FEET; THENCE NORTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 81 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 240.00 FEET; THENCE NORTH 38 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 2 (EXCEPTING THE EASTERLY 22.00 FEET OF SAID LOT 2, AS MEASURED PERPENDICULAR TO THE EASTERLY LINE THEREOF) OF RAMLIN ROSE ESTATE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

## PARCEL 3

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THAT PART OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF LOT 2 OF RAMLIN ROSE ESTATES UNIT NO. 1, RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394686; THENCE EASTWARD, ALONG THE NORTHERNMOST LINE OF SAID LOT 2, SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE SOUTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 95 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE SOUTH 84 DEGREES 31 MINUTES 25 SECONDS EAST, A DISTANCE OF 884.92 FEET; THENCE NORTH 48 DEGREES 17 MINUTES 22 SECONDS EAST, A DISTANCE OF 166.73 FEET; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 492.50 FEET IN RADIUS, HAVING A CHORD LENGTH OF 78.51 FEET ON A BEARING OF NORTH 35 DEGREES 08 MINUTES 48 SECONDS EAST, FOR AN ARC LENGTH OF 78.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 30 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 66.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST OF 420.50 FEET IN RADIUS, FOR AN ARCH LENGTH OF 93.14 TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST, OF 320.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 132.96 FEET TO A POINT OF TANGENCY; THENCE NORTH 67 DEGREES 02 MINUTES 11 SECONDS EAST, A DISTANCE OF 89.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 120.39 FEET IN RADIUS, FOR AN ARC LENGTH OF 133.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 03 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 721.27 FEET

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TO THE MOST EASTERLY CORNER OF THE TRACT OF LAND CONVEYED BY DEED RECORDED 14, 1984 AS DOCUMENT NO. 27336988; THENCE NORTH 89 DEGREES 06 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 310.03 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 120.76 FEET; THENCE NORTH 68 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 230.74 FEET; THENCE SOUTH 5 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 4700 Arbor Drive, Rolling Meadows, Illinois

Permanent Index Numbers: 07-12-203-007-0000  
07-12-203-008-0000  
07-12-203-011-0000  
08-07-203-012-0000

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