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Requested By and  
When Recorded Return to:

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



Doc#: 1107744056 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/18/2011 12:11 PM Pg: 1 of 10

## COLLATERAL ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND OTHER LOAN DOCUMENTS

This COLLATERAL ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND OTHER LOAN DOCUMENTS (this "Assignment") is executed as of the 17<sup>th</sup> day of March, 2011, by DIV WOODFIELD GARDENS, LLC, a Massachusetts limited liability company (the "Assignor"), with its principal address being c/o The Davis Companies, One Appleton Street, Boston, MA 02116, Attn: Jonathan G. Davis, in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, having an address at One Post Office Square, 29<sup>th</sup> Floor, Boston, MA 02109, in its capacity as administrative bank and lead arranger (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 "Bank" and collectively, the "Banks").

### WITNESSETH:

1. Definitions. Any defined terms used herein and not otherwise defined shall have the meaning set forth in that certain Construction Loan and Security Agreement dated of even date herewith, executed by DIV Woodfield Gardens Property, LLC, a Massachusetts limited liability company, as borrower (the "Borrower"), Assignor, as Borrower's Sole Member, and Administrative Bank for the benefit of the Banks (together with any and all amendments, modifications, supplements, substitutions, extensions, restatements, renewals or replacements from time to time, and, collectively with any other documents relating thereto or executed in connection therewith, the "Loan Agreement"), pursuant to which the Banks have agreed to make a loan to Borrower in the original aggregate principal amount of up to Twenty-Five Million Two Hundred Fifty Thousand and No/100 Dollars (\$25,250,000.00) (the "Loan").

2. Loan Documents and Collateral Assignment. Reference is made to the following (collectively, together with any and all amendments, modifications, supplements, substitutions,

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extensions, restatements, renewals or replacements thereof from time to time, the **Assigned Loan Documents**):

(a) the Mortgage and Security Agreement given by Woodfield Gardens Associates, an Illinois limited partnership ("**Woodfield**"), to Morgan Guaranty Trust Company of New York, a New York banking corporation ("**Morgan Guaranty**"), dated as of June 18, 1999 and recorded in the Real Property Records of Cook County, Illinois (the "**Registry**") on June 21, 1999 as Document No. 99593972, relating to certain real property more particularly described in **Exhibit A** attached hereto (the "**Property**"), as assigned by Morgan Guaranty to State Street Bank and Trust Co. as Trustee for J.P. Morgan Commercial Mortgage Finance Corporation, Mortgage Pass-Through Certificates, Series 1999-C8 (in such capacity, "**State Street**"), by that certain Assignment of Mortgage and Security Agreement recorded with the Registry on July 6, 2000 as Document No. 00499165, as further assigned by State Street to U.S. Bank National Association as Trustee for J.P. Morgan Commercial Mortgage Finance Corporation, Mortgage Pass-Through Certificates, Series 1999-C8 (in such capacity, "**U.S. Bank**"), by that certain Assignment of Loan Documents dated as of July 16, 2004 and recorded with the Registry on July 27, 2004 as Document No. 0420945169 (the "**First Assignment of Loan Documents**"), as affected by that certain Consent and Assumption Agreement with Release by and among Woodfield, Joseph L. Pagliari, Jr. and Daniel C. Sawusch, Fund VII WG Rolling Meadows, L.L.C., a Delaware limited liability company ("**Fund VII**"), David R. Schwartz and Peter M. Vilim, and U.S. Bank, dated as of July 16, 2004 and recorded with the Registry on July 27, 2004 as Document No. 0420945170, as further affected by that certain Consent and Assumption Agreement with Release by and among W/G LCD LLC, a Delaware limited liability company ("**WGL**"), W/G Kristina 123 LLC, a Delaware limited liability company ("**WGK**"), W/G SPI LLC, a Delaware limited liability company ("**WGS**"), Michael R. Sparks and James C. Mansfield, (together, the "**WG Guarantors**"), Fund VII David R. Schwartz and Peter M. Vilim, and U.S. Bank, dated as of July 30, 2004 and recorded with the Registry on August 5, 2004 as Document No. 0421827086, as further assigned by U.S. Bank to Assignor by that certain Assignment of Mortgage and Transfer of Loan Documents dated October 21, 2010 and recorded with the Registry on October 26, 2010 as Document No. 1029930059 (the "**Second Assignment of Loan Documents**") (collectively, and together with any and all amendments, modifications, supplements, substitutions, extensions, restatements, renewals or replacements from time to time, the "**Woodfield Mortgage**"), as affected by that certain Quitclaim Deed in Lieu of Foreclosure from WGL, WGK and WGS to Borrower, dated as of January 21, 2011 and recorded with the Registry on January 28, 2011 as Document No. 1102831056 (the "**Deed in Lieu**"), which Woodfield Mortgage secures that certain Promissory Note dated June 18, 1999, in the original principal amount of Twenty-Four Million Two Hundred Thousand and No/100 Dollars (\$24,200,000.00);

(b) the Assignment of Leases and Rents given by Woodfield to Morgan Guaranty, dated as of June 18, 1999 and recorded with the Registry on June 21, 1999 as Document No. 99593973, relating to the Property, as assigned by Morgan Guaranty to State Street pursuant to that certain Assignment of Assignment of Leases and Rents, recorded with the Registry on July 6, 2000 as Document No. 00499164, as further assigned by State Street to U.S. Bank pursuant to the First Assignment of Loan Documents, as further assigned by U.S. Bank to Assignor pursuant to the Second Assignment of Loan Documents, and as affected by the Deed in Lieu;

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(c) UCC-1 Financing Statements, naming WGK, as debtor, and Assignor, as secured party, recorded with the Registry on March 18, 2011 as Document No. 1107744050 + 1  
\_\_\_\_\_;

(d) UCC-1 Financing Statements, naming WGS, as debtor, and Assignor, as secured party, recorded with the Registry on March 18, 2011 as Document No. 1107744051 + 1  
\_\_\_\_\_; and

(e) UCC-1 Financing Statements, naming WGL, as debtor, and Assignor, as secured party, recorded with the Registry on March 18, 2011 as Document No. 1107744052 + 1  
\_\_\_\_\_.

As additional security for the performance of the obligations of the Guarantors (as defined below) under the Guaranties (as defined below), and the performance of the obligations of the Borrower and Assignor under the Loan Agreement, Assignor hereby assigns to Assignee all of Assignor's right, title and interest under the Assigned Loan Documents, including, without limitation, all proceeds of any foreclosure of the Property and any Certificate of Purchase (or proceeds therefrom) that is issued in connection with any foreclosure sale.

3. Terms of Collateral Assignment. This Assignment is made to secure (a) that certain Agreement of Guaranty and Suretyship (Payment) of even date herewith, given by Davis Investment Ventures Value Opportunity Fund I, L.P., a Delaware limited partnership ("**DIVOF-I**"), Davis Investment Ventures Value Opportunity Fund I-A, L.P., a Delaware limited partnership ("**DIVOF-IA**"), DIV REIT I Corporation, a Maryland corporation ("**DIV REIT**"), Assignor and Jonathan G. Davis, an individual ("**Davis**", collectively with DIVOF-I, DIVOF-IA, DIV REIT, Assignor and Davis, the "**Guarantors**"), in favor of Administrative Bank and the Banks (the "**Payment Guaranty**") and (b) that certain Recourse Carve-Out Guaranty Agreement of even date herewith, given by the Guarantors in favor of Administrative Bank and the Banks (the "**Recourse Carve-Out Guaranty**", together with the Payment Guaranty, the "**Guaranties**"). This Assignment is subject to all of the terms and conditions of the Loan Agreement, none of which are waived by Assignee or the Banks and, without limiting the generality of the foregoing, it is understood that this Assignment is an assignment only of all of the rights which Assignor may now, or at any time hereafter have, in the Assigned Loan Documents or against WGL, WGK, WGS, the WG Guarantors, the Borrower or any obligor under the Assigned Loan Documents (each an "**Obligor**" and collectively, the "**Obligors**") arising out of or under the Assigned Loan Documents. It is further understood that by virtue of this Assignment (i) neither Assignee nor the Banks shall be deemed to have assumed any of the obligations of Assignor under the Assigned Loan Documents, which obligations Assignor hereby covenants and agrees with Assignee and the Banks to perform and observe as if this Assignment had not been made, and (ii) neither Assignee nor the Banks shall be under any liability of any kind to Assignor, the Borrower or any Obligor under the Assigned Loan Documents or by reason of any services or materials furnished by the Borrower or any Obligor to or for Assignor, unless and until Assignee expressly notifies the Borrower in writing that Assignee has elected to assume Assignor's obligations under the Assigned Loan Documents. If the Guarantors satisfy all of their respective obligations under the Guaranties, and the Borrower and Assignor satisfy all of their respective obligations to Assignee now existing or hereafter arising with respect to the Loan Agreement, (A) the Assigned Loan Documents shall thereupon and without further action by any

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party, automatically vest in Assignor and the above assignment shall be null and void, and (B) Assignee shall, upon request by Assignor, execute any and all documents necessary to reassign the Assigned Loan Documents to Assignor.

4. Event of Default. By its acceptance hereof, Assignee agrees not to exercise any rights under this Assignment unless an "Event of Default" (as such term is defined in the Loan Agreement) shall have occurred and is continuing. Assignor agrees that the Borrower, any Obligor under the Assigned Loan Documents, and/or any third party may rely conclusively upon any written notice given by Assignee to the Borrower or any Obligor or any written notice recorded with the Registry setting forth that (a) an Event of Default shall have occurred and is continuing, and (b) until further written notice from Assignee to the Borrower or any Obligor or until further written notice is recorded with the Registry, Assignee may exercise all rights of Assignor under the Assigned Loan Documents pursuant to this Assignment.

5. Representations and Warranties. Assignor represents and warrants to Assignee and the Banks that as of the date hereof (a) the Assigned Loan Documents are in full force and effect, (b) the Assigned Loan Documents have not been modified, amended or terminated, (c) except as previously disclosed to Assignee in writing, there are no defaults or events of default under the Assigned Loan Documents by any party thereto, and (d) Assignor has not made, and covenants and agrees that it shall not make, any other assignment of its interest under the Assigned Loan Documents. Assignor hereby covenants and agrees that the Assigned Loan Documents shall not be amended, modified or terminated without the prior written consent of Assignee. Notwithstanding anything contained herein to the contrary, the representations and warranties contained herein are subject to the following: (i) the Assignor has disclosed in writing certain monetary defaults of WGL, WGK and WGS under the Assigned Loan Documents, (ii) the Property has been conveyed by WGL, WGK and WGS to the Borrower pursuant to the Deed-in-Lieu and (iii) in connection with the Deed-in-Lieu, WGL, WGK, WGS and the WG Guarantors have been released from their respective obligations under the Assigned Loan Documents except as otherwise expressly set forth in that certain Deed in Lieu of Foreclosure/Option Termination Settlement Agreement dated as of January 20, 2011, by and among WGL, WGK, WGS, PineTree-DK Rolling Meadows Development, LLC, a Delaware limited liability company, and Assignor.

6. Enforcement. At Assignee's option, any action or proceeding to enforce this Assignment may be taken by Assignee in either Assignee's name or in the name of Assignor, as Assignee may deem necessary or appropriate. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent of Assignee, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Assignor or in Assignor's own name to execute in Assignor's name any documents and otherwise to carry out the purposes of this Assignment, to the extent that Assignor's agreements in Section 4 above are not sufficient. To the extent permitted by law, Assignor hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable.

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## 7. Miscellaneous.

A. Assignor acknowledges that Assignee and the Banks have been induced by this Assignment (among other things) to enter into the Loan Agreement with Borrower and Assignor and this Assignment shall, without further reference of assignment, pass to, and may be relied upon and enforced by, any successor or participant or assignee of Assignee and/or the Banks in and to any liabilities or obligations of Assignor to Assignee and/or the Banks under this Assignment, the Guaranties and/or the Loan Agreement. Furthermore, this Assignment shall be binding upon Assignor's successors, assigns, legal representatives, heirs, executors and administrators.

B. Except as may be otherwise expressly provided in the Loan Agreement, all claims relating, in any way, to the negotiation and/or consummation of the Loan, Administrative Bank's or any other Bank's relationship with Borrower or Assignor in connection with the Loan and/or the performance of any obligation under the Loan Agreement shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of The Commonwealth of Massachusetts without regard to principles of conflicts of law. Notwithstanding the foregoing choice of law:

(i) the procedures governing the creation, perfection and priority of the liens pertaining to the Property and the enforcement by Assignee of its rights and remedies under this Assignment and the Loan Agreement with respect to the Property, including without limitation, actions for foreclosure, for injunctive relief or for appointment of a receiver, shall be governed by the laws of the State of Illinois; and

(ii) Assignee shall comply with the applicable law of the State of Illinois to the extent required by the law of such jurisdiction in connection with the foreclosure of the liens created by this Assignment and the Loan Agreement with respect to the Property.

Nothing contained herein or in any provisions of the Loan Agreement shall be construed to provide that the substantive law of the State of Illinois shall apply to any party's rights and obligations under this Assignment or the Loan Agreement, which, except as expressly provided above, are and shall continue to be governed by the substantive law of The Commonwealth of Massachusetts. In addition, the fact that portions of this Assignment and the Loan Agreement may include provisions drafted to conform to the law of the State of Illinois is not intended, nor shall it be deemed, in any way, to derogate the parties' choice of law as set forth or referred to in this Assignment or in the Loan Agreement. The parties further agree that, subject to clauses (i) and (ii) above, Assignee may enforce its rights under this Assignment and the Loan Agreement, including, without limitation, its rights to sue Assignor or to collect any outstanding indebtedness in accordance with the laws of The Commonwealth of Massachusetts.

Assignor hereby consents to personal jurisdiction in any state or federal court located within The Commonwealth of Massachusetts, as well as to the jurisdiction of all courts from which an appeal may be taken from the courts within The Commonwealth of Massachusetts, for the purposes of any suit, action or other proceeding arising out of, or with respect to, this Assignment or the Loan Agreement, the negotiation and/or consummation of the Loan, Administrative Bank's and/or the Lenders' relationship with Assignor or Borrower in connection

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with the Loan and/or the performance of any obligation or the exercise of any remedy under this Assignment and the Loan Agreement, and expressly waives any and all objections it may have as to venue in any of such courts. If and to the extent that actions or remedies hereunder or under the Loan Agreement must by law be pursued in the State of Illinois, Assignor hereby consents to personal jurisdiction in any state or federal court within such state, as well as to the jurisdiction of all courts from which an appeal may be taken from the courts within such state.

**C. NOTICE IS HEREBY GIVEN THAT, SO LONG AS THIS ASSIGNMENT IS NOT RELEASED OF RECORD, NO FORECLOSURE DEED FORECLOSING ANY OF THE ASSIGNED LOAN DOCUMENTS SHALL BE EFFECTIVE UNLESS SUCH FORECLOSURE DEED IS EXECUTED BY ASSIGNEE. IN ADDITION, SO LONG AS THIS ASSIGNMENT IS NOT RELEASED OF RECORD, NO DEED IN LIEU OF FORECLOSURE SHALL BE EFFECTIVE UNLESS SUCH DEED IS CONSENTED TO BY THE ASSIGNEE.**

**D. IN ADDITION, IN THE EVENT ASSIGNEE RECORDS A CERTIFICATE STATING THAT THERE HAS BEEN AN EVENT OF DEFAULT UNDER THE LOAN AGREEMENT OR UNDER ANY OF THE GUARANTIES, THIRD PARTIES ARE HEREBY AUTHORIZED TO RELY ON ANY SUCH CERTIFICATE AND THE ASSIGNOR SHALL NOT BE AUTHORIZED TO EXERCISE ANY RIGHTS OR REMEDIES AVAILABLE UNDER ANY OF THE ASSIGNED LOAN DOCUMENTS.**

**E. THE ASSIGNOR SHALL IMMEDIATELY, OR AS SOON THEREAFTER AS PRACTICABLE, NOTIFY THE ASSIGNEE OF ANY ACTION TAKEN BY THE ASSIGNOR TO ENFORCE ITS RIGHTS UNDER THE ASSIGNED LOAN DOCUMENTS OR ANY ACTION TAKEN BY ANY THIRD PARTY IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, THE COMMENCEMENT OF ANY FORECLOSURE PROCEEDINGS, SUBMISSION OF ANY BID FOR THE PROPERTY IN CONNECTION WITH ANY SUCH FORECLOSURE PROCEEDING AND THE SCHEDULING OF ANY FORECLOSURE SALE. THE ASSIGNOR SHALL OBTAIN THE ASSIGNEE'S APPROVAL PRIOR TO ENTERING INTO ANY DEED IN LIEU AGREEMENT WITH WGL, WGK, WGS, THE BORROWER AND/OR ANY OBLIGOR UNDER THE ASSIGNED LOAN DOCUMENTS.**

**F. NOTICE IS HEREBY GIVEN THAT, SO LONG AS THIS ASSIGNMENT IS NOT RELEASED OF RECORD, THE ASSIGNOR SHALL HAVE NO RIGHT TO DISCHARGE, TERMINATE OR RELEASE THE ASSIGNED LOAN DOCUMENTS.**

[Signature on Following Page]

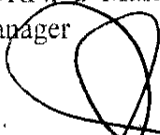
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EXECUTED under seal as of the date first above written.

**ASSIGNOR:**

DIV WOODFIELD GARDENS, LLC, a  
Massachusetts limited liability company

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

By:   
Name: Jonathan G. Davis  
Title: President

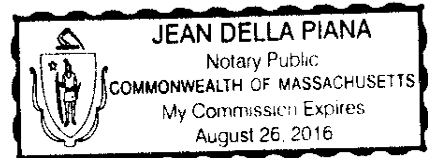
Property of Cook County

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF Suffolk ) ss.  
)

On this 9th day of March, 2011, before me, the undersigned notary public, personally appeared Jonathan G. Davis as President of Woodfield Gardens Manager Corp., as Manager of DIV Woodfield Gardens, LLC, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

(Affix Seal)

  
Notary Public  
My commission expires:



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## EXHIBIT A

### Property 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 673.65 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

1992332.6

Property of Cook County Clerk's Office