

UNOFFICIAL COPY



PREPARED BY:
PATTERSON, ROLLINS & KURTZ, LLC
R. Bruce Patterson
2401 West White Oaks Dr.
Springfield, IL 62704

Doc#: 1336119031 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/27/2013 09:43 AM Pg: 1 of 10

WHEN RECORDED MAIL TO:
PATTERSON, ROLLINS & KURTZ, LLC
R. Bruce Patterson
2401 West White Oaks Dr.
Springfield, IL 62704

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (as the same may be amended, modified or supplemented from time to time, the "Assignment"), dated as of December 20, 2013, from RGC 12131 LLC (the "Assignor"), in favor of Small Business Growth Corporation (the "Assignee"), for further assignment by Assignee to the UNITED STATES SMALL BUSINESS ADMINISTRATION, an agency of the United States (the "SBA"), recites and provides:

Assignee has agreed to make a loan to Assignor in the principal amount of Seven Hundred Thirty-Five Thousand Dollars (\$735,000.00) (the "Loan") to provide financing for acquisition of the land described in Exhibit A hereto and the improvements thereon situated in the County of Cook (collectively, the "Premises"). The Loan is evidenced by a promissory note of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Note") made by Assignor and payable to the order of Assignee in the principal amount of \$735,000.00. The Note is secured, in part, by a mortgage of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Mortgage") from Assignor to Small Business Growth Corporation. Terms defined in the Note and the Mortgage shall have the same defined meanings when used in this Assignment. As a condition to making the Loan, the Assignee has required an assignment to the Assignee and any subsequent holder of the Note of all leases (individually, a "Lease," and collectively, the "Leases") of or relating to Assignor's interest in the Premises or any part thereof, now or hereafter existing, and all rents, issues and profits (the "Rents") now or hereafter arising from Assignor's interest in the Premises or any part thereof, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the agreement of Assignee to make the Loan and as ADDITIONAL SECURITY for the payment of the Note, Assignor agrees as follows:

I. Assignment of Leases. Assignor hereby assigns, transfers and sets over to Assignee, and any subsequent holder of the Note, all Assignor's right, title and interest in and to all Leases and all renewals or extensions thereof, together with all the Rents, now existing or hereafter arising. Prior to the election of Assignee to collect the Rents upon the occurrence of an Event of Default under the Mortgage, Assignor shall have the right to collect and dispose of the Rents without restriction.

II. Delivery of the Leases. All Leases currently in effect with respect to the Premises have been delivered to Assignee, are in full force and effect as of the date of this Assignment and neither Assignor nor any tenant is in default thereunder. Assignor shall not make any subsequent agreement for the lease of the Premises or any part thereof except in the ordinary course of business in accordance with the provisions of the Mortgage. All such

UNOFFICIAL COPY

subsequent Leases shall be subject to the prior written approval of Assignee, which approval shall not be unreasonably withheld, in accordance with the provisions of the Mortgage.

III. No Modification of the Leases. Without the prior written consent of Assignee, which consent shall not be unreasonably withheld, Assignor shall not:

- A. Cancel, terminate or accept any surrender of the Leases;
- B. Accept any prepayments for more than thirty (30) days of installments of rent under any of the Leases;
- C. Modify or abridge any of the terms, covenants and conditions of any of the Leases so as to reduce the terms thereof or the rental payments thereunder; or
- D. Change any renewal privileges contained in any of the Leases.

IV. Representations and Warranties. Assignor represents and warrants that:

- A. Except for the assignment made by Assignor to First National Bank of LaGrange, the first mortgage lender, Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due;
- B. The Rents now due or to become due for any periods subsequent to the date hereof have not been collected and payment thereof has not been anticipated for a period of more than on (1) month in advance, waived or released, discounted, set off or otherwise discharged or compromised except as set forth in the Leases;
- C. It has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued income other than the security deposits provided for in the Leases;
- D. It has not received any bona fide and acceptable offer to purchase the Premises or any part thereof which would in any way affect any right or option of first refusal to purchase all or any portion of the Premises now contained in any Lease; and
- E. It has not done anything which might prevent Assignee from or limit Assignee in operating under or enforcing any of the provisions hereof.

Assignor shall act in good faith to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by any tenants under all the Leases.

V. Remedies upon Default. Immediately upon the occurrence of an Event of Default under the Mortgage and the Expiration of any applicable cure period, Assignee is hereby expressly and irrevocably authorized to enter and take possession of the Premises by actual physical possession, or by written notice served personally upon, or sent by registered or certified mail, postage prepaid, to Assignor, as Assignee may elect, and no further authorization shall be required. Following any such entry and taking of possession, Assignee may:

- A. Manage and operate the Premises or any part thereof;
- B. Lease any part or parts of the Premises for such periods of time, and upon such terms and conditions as Assignee may in its discretion, deem proper;
- C. Enforce any of the Leases;

UNOFFICIAL COPY

D. Demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all Rents that may then or may thereafter become due, owing or payable with respect to the Premises, or any part thereof, from any present or future lessees, tenants, subtenants or occupants thereof;

E. Institute, prosecute to completion or compromise and settle, all summary proceedings and actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Premises or any part or parts thereof;

F. Enforce or enjoin or restrain the violation of any of the terms, provisions and conditions of any of the Leases,

G. Make such repairs and alterations to the Premises as Assignee may in its discretion, deem proper;

H. Pay from and out of the Rents collected or from or out of any other funds the insurance premiums and any other taxes, assessments, water rates, sewer rates or other governmental charges levied, assessed or imposed against the Premises or any portion thereof, and all other charges, costs and expenses which it may deem necessary or advisable for Assignee to pay in the management or operation of the Premises, including (without limiting the generality of any rights, powers, privileges and authorities conferred in this Assignment) the cost of such repairs and alterations, commissions for renting the Premises, or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services that may be required; and

I. Generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Premises as fully as Assignor might do.

Assignee shall apply the net amounts of any Rents received by it from the Premises, after payment of proper costs and charges (including any loss or damage hereinafter referred to in Section VIII hereof) to the reduction and payment of the indebtedness evidenced by the Note and secured by the Mortgage (the "Secured Indebtedness"). Assignor agrees not to seize or detain any property hereby assigned, transferred or set over to Assignee.

VI. Disposition of Rents Upon Default. Assignor hereby irrevocably directs the tenants under the Leases upon demand and notice from Assignee of any Event of Default, to pay to Assignee all Rents accruing or due under the Leases from and after the receipt of such demand and notice. Such tenants in making such payments to Assignee shall be under no obligation to inquire into or determine the actual existence of any such Event of Default claimed by Assignee.

VII. Attornment. To the extent not provided by applicable law, each Lease of the Premises or of any part thereof shall provide that in the event of the enforcement by Assignee of the remedies provided for by law or by this Assignment, the tenant thereunder will, upon request of any person succeeding to the interest of Assignor as a result of such enforcement, automatically become the tenant of such successor-in-interest, without change in the terms or other provisions of such Lease; provided, however, that the successor-in-interest shall not be bound by:

A. Any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by the tenant of its obligations under the Lease; or

B. Any Amendment or modification of the Lease made without the consent of Assignee or such successor-in-interest.

UNOFFICIAL COPY

Each Lease also shall provide that, upon request by the successor-in-interest, the tenant shall execute and deliver an instrument or instruments confirming such attornment.

VIII. Indemnification. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities, losses, damages and expenses, including reasonable attorneys' fees, which it may incur under any of the Leases, or by reason of this Assignment or by reason of any action taken by Assignee or Assignor hereunder, and from and against any and all claims and demands whatsoever such may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Leases. Should Assignee incur any such liabilities, losses damages or expenses, the amount thereof, together with interest thereon at the rate set forth in the Note, shall be payable by Assignor to Assignee immediately upon demand therefore, or at the option of Assignee, Assignee may reimburse itself therefore out of any rents collected by Assignee. Nothing contained herein shall operate or be construed to obligate Assignee to perform any of the terms, covenants and conditions contained in any of the Leases or otherwise to impose any obligation upon Assignee with respect to any of the Leases. This Assignment shall not operate to place upon Assignee any responsibility of the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Assignor.

IX. Further Assurances. Assignor agrees to execute and deliver to Assignee, at any time or times during which this Assignment shall be in effect, such further instruments as Assignee may deem necessary to make effective or more effective this Assignment and the covenants of Assignor herein contained.

X. No Waiver. Failure of Assignor to avail itself or any of the terms, covenants and conditions of this Assignment for any period of time, or any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights and remedies which Assignee shall have under or by virtue of any of the Loan Documents. The rights and remedies of Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

XI. Assignment of Assignee's Rights. Any holder of the Secured Indebtedness shall have the right to assign to any subsequent holder of the Secured Indebtedness, the right, title and interest of Assignor hereby assigned, subject, however, to the provisions of this Assignment. In the event all the right, title and interest of Assignor in the Premises are barred or foreclosed, no assignee of the interest of Assignor shall be liable to account to Assignor for any Rents thereafter accruing.

XII. Release. Upon payment in full of the Secured Indebtedness, as evidenced by a recorded satisfaction or release of the Mortgage, as well as any sums which may be payable hereunder, this Assignment shall become and be void and of no effect.

XIII. Amendments and Discharge. No change, amendment, modification, cancellation or discharge of this Assignment, or any part hereof, shall be valid unless Assignee shall have consented thereto in writing.

XIV. Successors and Assigns. The terms, covenants and conditions contained herein shall inure to the benefit of, and bind Assignor, Assignee and their successors and assigns.

XV. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to conflict of laws principles.

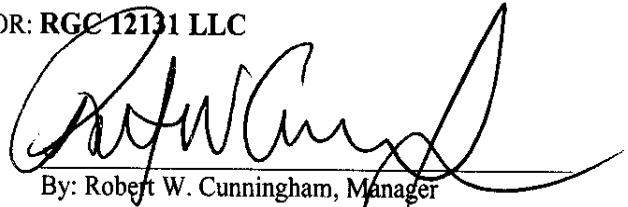
XVI. Severability. If any provision of this Assignment, or the application hereof to any person, entity or circumstance, shall to any extent be invalid or unenforceable, the remainder of the provisions of this Assignment, or

UNOFFICIAL COPY

the application of such provision to other persons, entities or circumstances, shall not be affected thereby, and each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first above written.

ASSIGNOR: RGC 12131 LLC



By: Robert W. Cunningham, Manager



By: Thomas L. Ciukaj, Manager

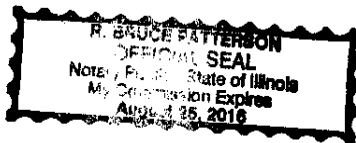
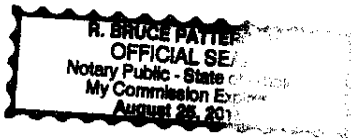
STATE OF ILLINOIS

COUNTY OF SANGAMON

I, R. BRUCE PATTERSON Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Robert W. Cunningham and Thomas L. Ciukaj as the managers of RGC 12131 LLC, an Illinois Limited Liability Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and as such managers of RGC 12131 LLC they appeared before me this day in person, and acknowledged that they signed and delivered the said Instrument as their own free and voluntary act of said RGC 12131 LLC for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of DEC., 2013.


NOTARY PUBLIC



Property of County Clerk's Office

UNOFFICIAL COPY

Assignee, Small Business Growth Corporation, does hereby sell, assign and transfer unto SBA, all of its right, title and interest to this Assignment of Leases and Rents.

SMALL BUSINESS GROWTH CORPORATION

BY: 
Phil Maton, Chief Credit Officer

STATE OF ILLINOIS)
) SS:
COUNTY OF SANGAMON)

I, Darla M. Steiner, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Phil Maton, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said Instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of December, 2013.




NOTARY PUBLIC

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

PARCEL 1:

A PARCEL OF LAND IN COUNTY OF COOK, STATE OF ILLINOIS, BEING ALL OF CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 3, 1952 FROM CHARLES AND AGNES FRENZEL TO THE ATCHINSON, TOPEKA AND SANTA FE RAILWAY COMPANY, FILED FOR RECORD JUNE 10, 1952 AS DOCUMENT 15361407 IN BOOK 48015 PAGE 383 OF THE RECORDS OF SAID COUNTY LYING IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1327.36 FEET (DEEDED AS NORTH 80 RODS); THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, 33.00 FEET (DEEDED AS EAST 2 RODS); THENCE SOUTH 00 DEGREES 12 MINUTES 34 SECONDS WEST, 1327.40 FEET (DEEDED AS SOUTH 80 RODS); THENCE NORTH 89 DEGREES 41 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, 33.00 FEET (DEEDED AS WEST 2 RODS) TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON RAIL ACCEPTED AS THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 10 MINUTES 19 SECONDS EAST, 1332.03 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST, 663.30 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE CONTINUING NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE, 132.49 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED; THENCE SOUTH 75 DEGREES 56 MINUTES 09 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 34.31 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AUGUST STARK ROADWAY, SAID LINE BEING 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 01 DEGREES 50 MINUTES 09 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE OF AUGUST STARK ROADWAY, 123.09 FEET TO SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH 01 DEGREES 50 MINUTES 09 SECONDS EAST, 663.31 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 88 DEGREES 10 MINUTES 19 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 41 MINUTES 42 SECONDS, EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST ALONG A LINE 33.00 FEET EASTERLY OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28 A DISTANCE OF 663.70 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID

UNOFFICIAL COPY

SECTION 28, A DISTANCE OF 518.02 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF A JOINT FEE STRIP CONVEYED TO CHICAGO AND ILLINOIS WESTERN RAILROAD AND THE COMMONWEALTH EDISON COMPANY RECORDED AS DOCUMENT 13840023 AND AS DOCUMENT 13840024; THENCE SOUTH 37 DEGREES 31 MINUTES 10 SECONDS WEST, ALONG SAID JOINT FEE STRIP, 833.77 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 28; THENCE NORTH 89 DEGREES 41 MINUTES 42 SECONDS WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 28, A DISTANCE OF 12.65 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON RAIL ACCEPTED AS THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 10 MINUTES 19 SECONDS EAST, 1365.03 FEET ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION TO A POINT ON THE EAST RIGHT OF WAY LINE OF AUGUST STARK ROADWAY, SAID LINE BEING 33.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF AUGUST STARK ROADWAY, 663.31 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 05 MINUTES 13 SECONDS EAST, 197.28 FEET TO THE EAST RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED; THENCE SOUTH 55 DEGREES 25 MINUTES 40 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED 61.35 FEET; THENCE SOUTH 30 DEGREES 06 MINUTES 19 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 127.85 FEET; THENCE SOUTH 05 DEGREES 46 MINUTES 03 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 155.20 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF A JOINT FEE STRIP CONVEYED TO CHICAGO AND ILLINOIS WESTERN RAILROAD, AND THE COMMONWEALTH EDISON COMPANY RECORDED AS DOCUMENT 13840023 AND AS DOCUMENT 13840024, RECORDED JULY 10, 1946; THENCE SOUTH 35 DEGREES 22 MINUTES 39 SECONDS WEST, 452.95 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 19 SECONDS WEST 12.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY FROM THE CENTER LINE OF FIFTH AVENUE, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE AFORESAID NORTHWEST 1/4, SAID POINT BEING 297 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTHEASTERLY ALONG A LINE THAT INTERSECTS THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 AT A POINT 104 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, FOR A DISTANCE OF 815.15 FEET, MORE OR LESS, TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED FROM NEHR TO FREDERICKS RECORDED NOVEMBER 21, 1921 AS DOCUMENT 7347701 IN BOOK 17217 ON PAGE 366, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID CONVEYED PROPERTY 564.83 FEET; THENCE SOUTHWESTERLY 1176.95 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY CONVEYED BY NEHR TO CHICAGO TITLE AND TRUST COMPANY BY DOCUMENT 10574091, TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28; THENCE WESTERLY A DISTANCE OF 4.69 FEET ON THE AFORESAID LINE FOR A PLACE OF BEGINNING; THENCE NORTHWESTERLY 540.25 FEET ON A LINE THAT INTERSECTS THE SOUTHEASTERLY LINE OF AUGUSTA ROBB PROPERTY 280 FEET SOUTHWESTERLY OF THE

UNOFFICIAL COPY

SOUTHEAST CORNER CONVEYED BY DOCUMENT 12550995; THENCE SOUTHWESTERLY ALONG AFORESAID LINE 249.18 FEET (AS MEASURED) TO A POINT ON A LINE 33 FEET EASTERLY (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 301.79 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28; THENCE EASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 513.35 FEET TO THE PLACE OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON RAIL ACCEPTED AS THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 10 MINUTES 19 SECONDS EAST, 1365.03 FEET ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION TO A POINT ON THE EAST RIGHT OF WAY OF AUGUST STARK ROADWAY, SAID LINE BEING 33.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF SAID AUGUST STARK ROADWAY, 663.31 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION AND THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST, 123.09 FEET TO A POINT ON THE NORTHERLY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED; THENCE SOUTH 75 DEGREES 56 MINUTES 09 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 52.08 FEET; THENCE SOUTH 55 DEGREES 25 MINUTES 40 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 182.89 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 88 DEGREES 05 MINUTES 13 SECONDS WEST, 197.28 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF PARCEL 8; THE 150-FOOT WIDE JOINT RIGHT OF WAY OF COMMONWEALTH EDISON COMPANY AND CHICAGO AND ILLINOIS WESTERN RAILROAD IN SECTIONS 28 AND 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED IN DEED RECORDED AS DOCUMENT 13840025 AND DEED RECORDED AS DOCUMENT 13840026, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 8 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL 8, A DISTANCE OF 288.95 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF 75TH STREET, AS MONUMENTED AND OCCUPIED; THENCE SOUTH 56 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 7.01 FEET TO THE POINT OF BEGINNING OF PARCEL A; THENCE SOUTH 56 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 32.04 FEET TO A POINT; THENCE NORTH 36 DEGREES, 54 MINUTES, 24 SECONDS EAST, A DISTANCE OF 316.54 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, SAID POINT BEING 1238.27 FEET WEST OF THE CENTER OF SAID SECTION 28; THENCE CONTINUING NORTH 36 DEGREES, 54 MINUTES, 24 SECONDS EAST, A DISTANCE OF 805.43 FEET TO A POINT; THENCE NORTH 53 DEGREES, 05 MINUTES, 36 SECONDS WEST, A DISTANCE OF 32.00 FEET TO A POINT; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST, A DISTANCE OF 829.73 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST, A DISTANCE OF 293.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 5:

THAT PART OF PARCEL 8; THE 150-FOOT WIDE JOINT RIGHT OF WAY OF COMMONWEALTH EDISON COMPANY AND CHICAGO AND ILLINOIS WESTERN RAILROAD IN SECTIONS 28 AND 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED IN DEED RECORDED AS DOCUMENT 13840025 AND DEED RECORDED AS DOCUMENT 13840026, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 8 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL 8, A DISTANCE OF 288.95 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF 75TH STREET, AS MONUMENTED AND OCCUPIED; THENCE SOUTH 56 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 64.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 56 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 40.55 FEET TO A POINT; THENCE NORTH 36 DEGREES, 54 MINUTES, 24 SECONDS EAST, A DISTANCE OF 362.87 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, SAID POINT BEING 1156.02 FEET WEST OF THE CENTER OF SAID SECTION 28; THENCE CONTINUING NORTH 36 DEGREES, 54 MINUTES, 24 SECONDS EAST, A DISTANCE OF 755.68 FEET TO A POINT; THENCE NORTH 53 DEGREES, 05 MINUTES, 36 SECONDS WEST, A DISTANCE OF 40.50 FEET TO A POINT; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST, A DISTANCE OF 786.44 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST, A DISTANCE OF 334.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9750 W. 75TH STREET, HODGKINS, ILLINOIS 60525

PIN: 18-28-103-001-0000, 18-28-103-020-0000, 18-28-103-034-0000, 18-28-502-021-0000,
18-28-502-022-0000, 18-28-502-023-0000, 18-28-502-024-0000, 18-28-502-025-0000
AND 18-28-502-026-0000.