

# UNOFFICIAL COPY

Prepared by  
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Doc#: 1401549012 Fee: \$64.00  
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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/15/2014 09:39 AM Pg: 1 of 14

## ASSIGNMENT AND ASSUMPTION AGREEMENT OF REAL ESTATE MORTGAGE AND NOTE.

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made as of this 6<sup>th</sup> day of January, 2014 by and between Timothy T. Tatman, as Independent Executor of the Estate of Thomas N. Tatman ("ESTATE") and Timothy T. Tatman, as Successor Trustee of the THOMAS N. TATMAN DECLARATION OF LIVING TRUST ("TATMAN TRUST").

WHEREAS, Thomas N. Tatman ("Tatman") entered into a certain Note dated April 27<sup>th</sup>, 2007 ("Note") and Mortgage dated October 2, 2007 and recorded November 15<sup>th</sup>, 2007 ("Mortgage") (Note and Mortgage collectively hereafter referred to as the "Agreement"), with John Mikaelian a/k/a Ovanes Mikaelian ("Mikaelian"), to loan \$51,000.00 from Tatman to Mikaelian. To secure the debt Mikaelian granted a mortgage on the real estate commonly known as 111 Kristin Circle Unit #02, Schaumburg, Illinois 60195 *see attached legal description to Mortgage* (the "Property").

WHEREAS, the ESTATE now desires to assign and transfer all of its right, title and interest in the Agreement to the TATMAN TRUST and the TATMAN TRUST desires to accept said assignment and transfer upon the terms and conditions hereinafter set forth; and

WHEREAS, debtor, John Mikaelian a/k/a Ovanes Aran Mikaelian filed a bankruptcy

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proceeding in the United States Bankruptcy Court, Northern District of Illinois as case number 11-14784 and Thomas Tatman filed an adversary proceeding as 11-00887 (“Litigation”).

WHEREAS, the ESTATE and the TATMAN TRUST wish to reduce to writing their Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth and for other good and valuable considerations, the receipts and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignment of Note and Mortgage. For good and valuable consideration, the ESTATE hereby sells, assigns and transfers to the TATMAN TRUST all of their obligations under, right, title and interest in and to the Agreement, a copy of the Note is attached hereto as Exhibit A and a copy of the Mortgage is attached hereto as Exhibit B.
2. Assignment of Litigation. For good and valuable consideration, the ESTATE hereby sells, assigns and transfers to the TATMAN TRUST all of its rights, title and interest in and to the Litigation, including but not limited to the receipt of payments from the United States Bankruptcy Trustee. The TATMAN TRUST hereby has the right to accept and negotiate any payments made to Thomas Tatman, the Estate of Thomas Tatman or any other party on Thomas Tatman’s behalf in the Litigation.
3. Acceptance and Indemnification. The TATMAN TRUST accepts the foregoing assignment and transfer. The TATMAN TRUST hereby agrees to indemnify and to hold the ESTATE harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, and costs and expenses of every nature whatsoever relating to the Agreement or the Property.

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4. Right of Enforcement. The TATMAN TRUST shall have all right and interest in the enforcement of said Note and Mortgage, including but not limited the Agreed Judgment Order in Favor of Thomas N. Tatman and Against Ovanes Mikaelian and Finding Debt Owed to Thomas N. Tatman by Ovanes Mikaelian to be Non Dischargeable Pursuant to 11 USC 523(a)(2)(A) dated August 25, 2011 and any litigation previously, now pending or any future litigation now known or unknown.

5. Notice. Any notice given pursuant to this Agreement shall be duly given if, and only if, the notice is in writing and is mailed by certified or registered mail, postage prepaid, addressed, in the case of the ESTATE:

Timothy T. Tatman  
192 Highland  
Elmhurst, Illinois 60126

and addressed, in the case of the TATMAN TRUST, to:

The Thomas N. Tatman Declaration of Living Trust  
c/o Timothy T. Tatman, Successor Trustee  
192 Highland  
Elmhurst, Illinois 60126

Notices shall be deemed given when mailed as aforesaid.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors, beneficiaries, assigns, heirs and representatives.

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8. Captions. Paragraphs, titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof.

9. Agreement in Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

10. Complete Understanding. This Agreement constitutes the complete understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements among the parties with respect thereto. No alteration or modification of any of the provisions hereof shall be valid unless made in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Estate of Thomas N. Tatman

The Thomas N. Tatman Declaration of Living Trust, dated March 3<sup>rd</sup>, 2011

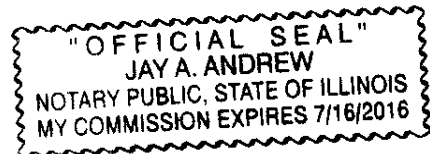
By: Timothy T. Tatman, EXECUTOR  
Timothy T. Tatman, Independent Executor

By: Timothy T. Tatman, TRUSTEE  
Timothy T. Tatman, Successor Trustee

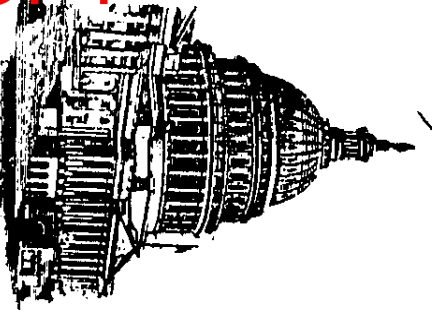
STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

Subscribed and Sworn to before me this 6<sup>th</sup> Day of January, 2014

Jay A. Andrew  
NOTARY PUBLIC



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\$5,000.00

APR 11 5 11 PM '07

JOHN MICHAELIAN *after date for value received, promise*

to pay to the order of THOMAS PATRICK

AT 350 ARDEN BAY DR. PR. IL. 60089

FIFTY DOLLARS AND XX/100 - 50 DOLLARS

with interest 7 per cent per annum until July 1, 2007

had to secure the payment of said amount. *Merely authorize, irrevocably, any attorney at law, or any part of Record, to appear for the State, in such amount as may appear to be unpaid thereon, whether due or not together with costs, and to make and release all errors which may interfere in any such proceedings and to consent to immediate compromise upon such judgment; hereby, on this day and on forming all that said attorney may do by virtue hereof.*

Post Office Address: *2007* *Thomas Patrick*

Property of Cook County Clerk

EXHIBIT  
A

**UNOFFICIAL COPY**

THIS NOTE SECURED BY  
THE PROPERTY AT

111 KRISTIN CIR. U2  
SCHAUMBURG IL.

*Drews Mikaela*

Property of Cook County Clerk's Office

GEORGE E. COLE®  
LEGAL FORMS

No. 103 REC  
October, 2000

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**MORTGAGE (ILLINIOS)**  
**For Use With Note Form No. 1447**

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

Doc#: 0731922128 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/15/2007 02:59 PM Pg: 1 of 8

Above Space for Recorder's use only

THIS AGREEMENT, made October 2, 2007, between Ovanes Mikaelian  
111 Kristin Circle Unit #02, Schaumburg, Illinois 60195

herein referred to as "Mortgagors," and Thomas N. Tatman (No. and Street) (City) (State)

P.O. Box 1635 Barrington, Illinois 60010

herein referred to as "Mortgagee," witness: (No. and Street) (City) (State)

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Fifty One Thousand DOLLARS (\$ 51,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of June, 2008, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at Thomas N. Tatman, P.O. Box 1635 Barrington, Illinois 60010

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Schaumburg, COUNTY OF Cook, IN STATE OF ILLINIOS, to wit:

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 07-10-101-017-020

Address(es) of Real Estate: 111 Kristin Circle #02 Schaumburg, Illinois 60195

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

EXHIBIT  
B  
tabbles

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THIS INSTRUMENT IS A PART OF A SET OF INSTRUMENTS... FOR THE PURPOSES OF THIS INSTRUMENT SET, THE INSTRUMENTS... OF THE BOARD OF TRUSTEES, OWNERS, AND BORROWERS... THE NAME OF THE INSTRUMENT IS: George Mikaelian

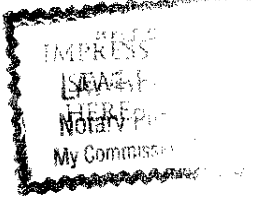
This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagee, their heirs, successors and assigns.

As shown herein, and as a condition to the mortgage, the mortgagor has agreed to pay to the mortgagee: George Mikaelian (SEAL)

PLEASE PRINT OR TYPE NAME BELOW SIGNATURE LINE

State of Illinois, County of Cook, to-wit: I, George Mikaelian, Notary Public in and for said County, in the State aforesaid, DO HEREBY

certify that George Mikaelian personally known to me to be the same person whose name George Mikaelian subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that



he signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 20 day of July, 2007.  
Commission expires 20 day of July, 2007.  
George Mikaelian  
NOTARY PUBLIC

This instrument was prepared by Greenbaum & Leavitt (Name and Address)  
Mail this instrument to Greenbaum & Leavitt 79 West Monroe Street, Suite 912 (Name and Address)  
Chicago, Illinois 60603 (City) Illinois (State) 60603 (Zip Code)

OR RECORDER'S OFFICE 331 N. W. 2nd St., Miami, FL 33128

Property of Cook County Clerk's Office



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

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1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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11. The provisions of this mortgage shall be construed and applied in the following order of priority. First, provisions shall prevail over those of a later date in the branch or proceedings including all such items as are mentioned in the preceding paragraph hereof, but of all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with a priority as herein provided, over all principal and interest remaining unpaid on the note, fourth, any provisions of Mortgagee's title and legal description of property, and lastly, any other.

12. In the event of any default in the fulfillment of a constant or variable this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the premises, or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and to take any action which may be necessary or the usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income to the lands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or by tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such indebtedness is made prior to foreclosure and (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party attempting same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to possess the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagee shall provide to deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such liability shall be a lien hereon.

16. In the event the payment of said indebtedness or any part thereof is extended or varied or if any part of the security be released, all persons now or at any time hereafter liable herefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the terms and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.



# TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000630831 CH  
 STREET ADDRESS: 111 KRISTIN CIRCLE UNIT #22-2  
 CITY: SCHAUMBURG COUNTY: COOK COUNTY  
 TAX NUMBER: 07-10-101-017-0000

## LEGAL DESCRIPTION:

### PARCEL 1:

UNIT NUMBER 22-2 IN THE TWELVE OAKS AT SCHAUMBURG CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1, 2, OUTLOT "A" AND OUTLOT "B" IN GARDEN GLEN, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 6, 1986 AS DOCUMENT 86459348 AS AMENDED BY AMENDED PLAT RECORDED DECEMBER 28, 2006 AS DOCUMENT NUMBER 0636209030, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0700269057; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

### PARCEL 2: (AMANDA LANE)

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID CREATED BY GRANT OF EASEMENT FOR INGRESS AND EGRESS RECORDED SEPTEMBER 9, 1982 AS DOCUMENT 26345788 AND AMENDED BY INSTRUMENT RECORDED SEPTEMBER 15, 1988 AS DOCUMENT 88421690 OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 27.0 FEET OF THE SOUTH 37.0 FEET OF THE EAST 673.82 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING A BITUMINOUS PAVED DRIVE WITH CONCRETE CURBING FOR INGRESS AND EGRESS, EXCEPTING THEREFROM THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF A CERTAIN PIECE OF PROPERTY ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, AS A PERMANENT EASEMENT RECORDED ON APRIL 23, 1957 AS DOCUMENT 16885123.

### PARCEL 3: (LAKE EASEMENT)

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID CREATED BY GRANT OF EASEMENT FOR INGRESS AND EGRESS TO, AND USE OF, LAKE RECORDED SEPTEMBER 9, 1982 AS DOCUMENT 26345787, AND THE AMENDMENT THERETO RECORDED JUNE 15, 2006 AS DOCUMENT NO. 0616610044, ALONG, AROUND AND UPON THE FOLLOWING DESCRIBED PROPERTY:

(CONTINUED)



## TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000630831 CH  
 STREET ADDRESS: 111 KRISTIN CIRCLE UNIT #22-2  
 CITY: SCHAUMBURG COUNTY: COOK COUNTY  
 TAX NUMBER: 07-10-101-017-0000

### LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A BRONZE MARKER AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 10, A DISTANCE OF 671.54 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 252.00 FEET; THENCE NORTH 87 DEGREES, 17 MINUTES, 23 SECONDS EAST, A DISTANCE OF 50.22 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 257.90 FEET TO THE SOUTH BACK OF EXISTING CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE) FOR A POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG THE BACK OF CURB, A DISTANCE OF 6.95 FEET TO A POINT OF CURVE; THENCE WESTERLY, NORTHERLY, AND EASTERLY ALONG THE EXISTING CURB, EXISTING CURB FORMING AN ARC OF A CIRCLE (CONVEX WESTERLY, HAVING A RADIUS OF 153.20 FEET, CHORD NORTH 22 DEGREES, 12 MINUTES, 46 SECONDS WEST, A DISTANCE OF 288.82 FEET), A DISTANCE OF 377.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 48 DEGREES, 17 MINUTES, 05 SECONDS EAST ALONG THE BACK OF THE NORTH CURB, A DISTANCE OF 199.86 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE (CONVEX NORTH, ALONG THE NORTH BACK OF EXISTING CURB, HAVING A RADIUS OF 237.50 FEET, CHORD NORTH 51 DEGREES, 12 MINUTES, 31 SECONDS EAST, A DISTANCE OF 23.82 FEET), A DISTANCE OF 23.83 FEET TO THE END OF THE EXISTING CURB; THENCE CONTINUING ALONG THE ARC OF THE LAST DESCRIBED CIRCLE, (CHORD NORTH 66 DEGREES, 12 MINUTES, 31 SECONDS EAST, A DISTANCE OF 97.70 FEET), A DISTANCE OF 98.43 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78 DEGREES, 17 MINUTES, 05 SECONDS, A DISTANCE OF 335.52 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE (CONVEX NORTH HAVING A RADIUS OF 527.57 FEET, CHORD NORTH 84 DEGREES, 03 MINUTES, 25 SECONDS EAST, A DISTANCE OF 106.12 FEET), A DISTANCE OF 106.30 FEET TO THE WEST LINE OF THE LAND GRANTED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION FOR PERPETUAL EASEMENT IN DOCUMENT 16885123; THENCE SOUTH 00 DEGREE, 05 MINUTES, 04 SECONDS EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 479.31 FEET TO THE BACK LINE OF THE EXISTING NORTH CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE); THENCE SOUTH 87 DEGREES, 22 MINUTES, 08 SECONDS WEST ALONG THE BACK OF SAID NORTH CURB OF KRISTIN DRIVE, A DISTANCE OF 125.18 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 61.82 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST, A DISTANCE OF 36.86 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST, A DISTANCE OF 11.30 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EAST WALL OF AN EXISTING ONE-STORY BRICK BUILDING, A DISTANCE OF 68.86 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH SAID BUILDING, A DISTANCE OF 109.34 FEET; THENCE NORTH 02 DEGREES, 40 MINUTES, 22 SECONDS EAST, A DISTANCE OF 9.93 FEET; THENCE SOUTH 87 DEGREES, 19 MINUTES, 38

LEGALD

## TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000630831 CH  
 STREET ADDRESS: 101 KRISTIN CIRCLE UNIT #22-2  
 CITY: SCHAUMBURG COUNTY: COOK COUNTY  
 TAX NUMBER: 07-10-101-017-0000

## LEGAL DESCRIPTION:

SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE NORTHERLY SWIMMING POOL FENCE, A DISTANCE OF 102.88 FEET; THENCE SOUTH 02 DEGREES, 53 MINUTES, 22 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE EXISTING SWIMMING POOL FENCE, A DISTANCE OF 50.27 FEET; THENCE SOUTH 87 DEGREES, 21 MINUTES, 38 SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE TENNIS COURT FENCE, A DISTANCE OF 132.35 FEET; THENCE SOUTH 02 DEGREES, 38 MINUTES, 52 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF EXISTING TENNIS COURT FENCE, A DISTANCE OF 139.95 FEET TO THE BACK OF THE AFORESAID NORTH CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE); THENCE SOUTH 87 DEGREES, 22 MINUTES, 08 SECONDS WEST ALONG THE NORTH CURVE OF KRISTIN DRIVE, A DISTANCE OF 59.83 FEET, THENCE SOUTH 02 DEGREES, 42 MINUTES, 37 SECONDS EAST, A DISTANCE OF 27.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

EASEMENTS CONTAINED IN THE GRANT OF FACILITIES EASEMENT AGREEMENT DATED MARCH 28, 1988 AND RECORDED SEPTEMBER 15, 1988 AS DOCUMENT 88421687 BY AND AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 12, 1981 AND KNOWN AS TRUST NUMBER 103671, TWENTY-ONE KRISTIN LIMITED PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 15, 1985 AND KNOWN AS TRUST NUMBER 65791, AND GARDEN GLEN LIMITED PARTNERSHIP, AMENDMENT RECORDED MAY 5, 1999 AS DOCUMENT 99425403, AND THE AMENDMENT THERETO RECORDED JUNE 15, 2006 AS DOCUMENT NO. 0616610044; (A) UNDER, ALONG, ACROSS AND THROUGH THE STORM WATER FACILITIES PREMISES, AS DEFINED THEREIN, TO ACCEPT AND CARRY STORM WATER, (B) UNDER, ALONG, ACROSS AND THROUGH THE STORM WATER FACILITIES PREMISES TO CONNECT TO AND USE THE STORM WATER FACILITIES, (C) IN, OVER, ALONG, THROUGH AND ACROSS THE LAKE EASEMENT PARCEL AND THE LAKE FOR SURFACE DRAINAGE OF STORM WATER AND FOR THE USE OF THE LAKE TO ACCEPT, DETAIN AND RETAIN STORM WATER DRAINAGE, AND (D) IN, OVER, UNDER, ALONG, THROUGH AND ACROSS, FOR A RIGHT OF ENTRY, THE KRISTIN PROPERTY, AS DEFINED THEREIN, FOR THE PURPOSE OF EXERCISING THE RIGHTS TO MAINTAIN AND REPAIR THE FACILITIES, AS DEFINED THEREIN.

PIN NUMBERS: 07-10-101-017, 018, 019, 020, -0000

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TENANTS, IF ANY, OF THIS UNIT HAS EITHER WAIVED OR HAS FAILED TO EXERCISE HIS RIGHT OF FIRST REFUSAL TO PURCHASE THE UNIT, OR HAD NO SUCH RIGHT OF FIRST REFUSAL, PURSUANT TO THE ACT AND THE CODE, OR IS THE PURCHASER THEREOF.

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration, and Grantor reserves to itself, its successors and assigns, the rights and easements set for the Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of the Declaration were recited and stipulated at length herein.

Property of Cook County Clerk's Office