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AND AFTER RECORDING, RETURN TO:

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PERMANENT TAX INDEX NUMBER:

10-09-309-014-0000

PROPERTY ADDRESS:

5215 Old Orchard Road
Skokie, Illinois 60077

NCS 679627
2 of 3



Doc#: 1421618046 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/04/2014 11:33 AM Pg: 1 of 13

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ASSIGNMENT OF RENTS AND LEASES

This **ASSIGNMENT OF RENTS AND LEASES** dated as of July 31, 2014 (this "**Assignment**"), is executed by **MILLBROOK SKOKIE LLC**, an Illinois limited liability company (the "**Assignor**"), whose address is 485 Half Day Road, Suite 220, Buffalo Grove, Illinois 60089, to and for the benefit of **LAKE FOREST BANK & TRUST COMPANY**, an Illinois state chartered commercial bank, its successors and assigns (the "**Lender**"), whose address is 727 North Bank Lane, Lake Forest, Illinois 60045.

RECITALS:

A. The Lender has agreed to loan to the Assignor the original principal amount of **TWENTY MILLION THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS** (\$20,325,000.00) (the "**Loan**"), as evidenced by that certain Promissory Note dated even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "**Note**"), executed by the Assignor and made payable to the order of the Lender.

B. A condition precedent to the Lender's making of the Loan to the Assignor is the execution and delivery by the Assignor of this Assignment.

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

AGREEMENTS:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Lender (as amended, modified or replaced from time to time, the "**Mortgage**").

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

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

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

3. **Representations and Warranties of the Assignor.** The Assignor represents and warrants to the Lender that:

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

(b) the Assignor is the lessor under all Leases;

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

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

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

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

(a) the Assignor shall not lease any portion of the Premises unless the Assignor obtains the Lender's prior written consent to all aspects of such Lease, unless such Lease is a "Pre-Approved Lease" (as hereinafter defined);

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

(c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

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

(e) the Assignor shall not modify the terms and provisions of any Lease not a Pre-Approved Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease not a Pre-Approved Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease not a Pre-Approved Lease;

(f) the Assignor shall not accept a surrender of any Lease not a Pre-Approved Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease not a Pre-Approved Lease or of any interest in any Lease not a Pre-Approved Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the

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estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease not a Pre-Approved Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Lender;

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

(h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease (except for customary market rent concessions);

(i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender is required to appear;

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

(k) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder;

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

(m) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision, reasonably acceptable to Lender, subordinating the Lease to the Mortgage;

(n) if any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases which are not Pre-Approved Leases assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Lender. The Assignor hereby assigns any such payment to the Lender and further covenants and agrees that upon the request of the Lender, it will duly endorse to the order of the Lender any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below;

(o) not later than thirty (30) days after the end of each calendar year, the Assignor shall deliver to the Lender a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Lender; and

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(p) the Assignor shall deliver to the Lender copies of each of the Leases (now or hereafter existing), together with subordination, non-disturbance and attornment agreements and tenant estoppel certificates, in form and substance acceptable to, and as reasonably required by, Lender.

For the purposes of this Assignment, the defined term "Pre-Approved Lease" shall mean a Lease which:

- (a) is entered into by the Assignor in the ordinary course of business for actual occupancy by the tenant thereunder;
- (b) is a bona fide arms-length transaction with a third party;
- (c) contains fixed minimum rent and other economic terms that are, in the Assignor's reasonable business judgment, at prevailing market rates for similar space in properties comparable to the Premises, in the Premises' geographic region;
- (d) provides that such Lease is subordinate to the lien of the Mortgage;
- (e) demises less than 7,500 square feet of rentable space in the Premises; and
- (f) shall not contain any options to purchase the Premises, rights of first refusal with respect to the purchase of the Premises or similar rights with respect to the Premises.

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

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

7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

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

(b) enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Lender deems necessary or proper;

(c) either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Lender, without proof of default hereunder, upon receipt from the Lender of written notice to thereafter pay all such rents and other amounts to the Lender and to comply with any notice or demand by the Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Lender; and

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

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

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

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claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Lender's negligence or willful misconduct. Should the Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Lender for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger before Lender takes actual possession or control of the Premises. Nothing set forth herein or in the Mortgage, and no exercise by the Lender of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Lender pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by the Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Lender under the terms and provisions of such instruments, and the Lender may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Lender may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

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

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

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Lender and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by

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law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank—Signature Page Follows]

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

MILLBROOK SKOKIE LLC,
an Illinois limited liability company

By: *Bruce Hecktman*
Name: Bruce Hecktman
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **Bruce Hecktman**, the **President** of **MILLBROOK SKOKIE LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **President**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of July, 2014.



Tiffani Siegel
Notary Public

My Commission Expires:

10/03/17

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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

A PORTION OF LOTS AND VACATED LOTS AND ALLEYS IN BLOCKS 3 AND 4 AND OF VACATED TERMINAL AVENUE, AND OF LARAMIE AVENUE, DARTMOUTH PLACE AND GRANT AVENUE (ALL STREETS VACATED IN PART), ALL IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, NORTH SHORE AND MILWAUKEE RAILROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF VACATED COLFAX STREET EXTENDED WESTERLY AND THE WESTERLY LINE OF VACATED TERMINAL AVENUE; THENCE EAST ALONG THE SOUTH LINE OF VACATED COLFAX STREET, AND ITS EXTENSION WEST AND EAST, 609.64 FEET TO THE NORTHWEST CORNER OF LOT 40 IN BLOCK 3 IN THE RESUBDIVISION OF LOTS 11 TO 25, BOTH INCLUSIVE, IN BLOCK 3 AND LOTS 21 TO 43, BOTH INCLUSIVE, IN BLOCK 3 IN SKOKIE RAPID TRANSIT PARK SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 FEET OF THE NORTH 60 FEET THEREOF) OF SAID SECTION 9; THENCE SOUTHWESTERLY 382.12 FEET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 4 (VACATED IN PART) IN SAID SKOKIE RAPID TRANSIT PARK FIRST ADDITION; THENCE SOUTH ALONG THE EAST LINE OF VACATED ALLEY 47.18 FEET TO THE SOUTH LINE OF SAID VACATED ALLEY; THENCE WEST ALONG THE SOUTH LINE OF SAID VACATED ALLEY 16.0 FEET TO A POINT WHICH IS 77.0 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 25 IN SAID BLOCK 4; THENCE SOUTHWESTERLY 91.12 FEET TO A POINT IN THE SOUTH LINE OF LOT 24 IN SAID BLOCK 4 WHICH IS 18.50 FEET WEST OF THE SOUTHWEST CORNER OF SAID LOT 24; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 24 EXTENDED SOUTH (SAID LINE BEING ALSO THE EAST LINE OF VACATED ALLEY) A DISTANCE OF 16.0 FEET TO THE SOUTH LINE OF AFORESAID VACATED ALLEY; THENCE WEST ALONG THE SOUTH LINE OF SAID VACATED ALLEY 15.02 FEET TO A POINT IN A STRAIGHT LINE WHICH IS DRAWN FROM THE SOUTHWEST CORNER OF LOT 16 IN BLOCK 4 TO THE POINT OF THE SOUTH LINE OF SAID LOT 24, 18.50 FEET WEST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG SAID LINE 170.49 FEET TO THE SAID SOUTHWEST CORNER OF LOT 16; THENCE SOUTHWESTERLY 73.01 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF VACATED TERMINAL AVENUE WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF VACATED TERMINAL AVENUE, 646.49 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF SAID PREMISES LYING EAST OF THE WEST

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LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO PARCEL 1 AS SET FORTH BY EASEMENTS DATED MAY 17, 1974 AND RECORDED MAY 23, 1974 AS DOCUMENT 22726688 FOR INGRESS AND EGRESS OVER AND UNDER AND ACROSS ALL THAT PART OF LOT 'A' TO BOTTHOF'S CONSOLIDATION OF CERTAIN LOTS, VACATED STREETS, AND ALLEYS IN SKOKIE RAPID TRANSIT PARK AND THE FIRST ADDITION THERETO BEING SUBDIVISIONS IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 'A', 33.0 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG A LINE 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 'A' TO A POINT 156.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF OLD ORCHARD ROAD (BEING ALSO THE NORTH LINE OF LOT 'A' AFORESAID); THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT 40.0 FEET EAST OF THE WEST LINE OF LOT 'A' AFORESAID AND 90.0 FEET SOUTH OF THE SOUTH LINE OF OLD ORCHARD ROAD AFORESAID (BEING ALSO THE NORTH LINE OF SAID LOT 'A'); THENCE NORTH ALONG A LINE 40.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 'A', TO A POINT IN SAID SOUTH LINE OF OLD ORCHARD ROAD (REFERRED TO IN SAID GRANT AS EASEMENT PREMISES NO. 1), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO PARCEL 1, AS SET FORTH IN INSTRUMENT DATED MAY 17, 1974 AND RECORDED MAY 23, 1974 AS DOCUMENT 22726688 FOR CONSTRUCTION, MAINTENANCE AND USE OF CURBS, SIDEWALKS AND UTILITY OVER, UNDER AND ACROSS THAT PART OF LOT 'A' IN BOTTHOF'S CONSOLIDATION OF CERTAIN LOTS, VACATED STREETS AND ALLEYS IN SKOKIE RAPID TRANSIT PARK IN THE FIRST ADDITION THERETO BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 'A', 43.0 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG A LINE 43.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 'A' TO A POINT 156.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF OLD ORCHARD ROAD, (BEING ALSO THE NORTH LINE OF LOT 'A' AFORESAID); THENCE NORTH ALONG A STRAIGHT LINE TO A POINT 43.0 FEET EAST OF THE WEST LINE OF LOT 'A' AFORESAID AND 90.0 FEET SOUTH OF THE SOUTH LINE OF OLD ORCHARD ROAD AFORESAID (BEING ALSO THE NORTH LINE OF SAID LOT 'A'); THENCE NORTH ALONG A LINE 43.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID

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LOT 'A' TO A POINT IN SAID SOUTH LINE OF OLD ORCHARD ROAD (REFERRED TO IN SAID GRANT AS EASEMENT PREMISES NO. 2) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS APPURTENANT TO PARCEL 1 AS SET FORTH IN INSTRUMENT DATED MAY 17, 1974 AND RECORDED MAY 23, 1974 AS DOCUMENT 22726688 FOR CONSTRUCTION, MAINTENANCE AND USE OF SANITARY AND STORM SEWER PIPES AND LINES OVER, UNDER AND ACROSS THAT PART OF LOT 'A' IN BOTH OF THE CONSOLIDATION OF CERTAIN LOTS, VACATED STREETS AND ALLEYS IN SKOKIE RAPID TRANSIT PARK IN THE FIRST ADDITION THERETO BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 'A', 33.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 'A'; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 60 DEGREES (MEASURED FROM EAST TO NORTH) WITH SAID SOUTH LINE OF LOT 'A', A DISTANCE OF 45 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES, TO SAID LAST DESCRIBED LINE, A DISTANCE OF 15.0 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES, TO SAID LAST DESCRIBED LINE TO A POINT ON THE AFORESAID SOUTH LINE OF LOT 'A'; THENCE EAST ALONG SAID SOUTH LINE OF LOT 'A' TO THE POINT OF BEGINNING (REFERRED TO IN SAID GRANT AS EASEMENT PREMISES NO. 3), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENTS APPURTENANT TO PARCEL 1, AS SET FORTH IN INSTRUMENT DATED JUNE 1, 1974 AND RECORDED JUNE 14, 1974 AS DOCUMENT 22751843 FOR CONSTRUCTION, MAINTENANCE AND USE OF CURBS, SIDEWALKS AND UTILITY OVER AND ACROSS THE EASTERLY 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 8 FEET OF LOT 14, LOTS 15 TO 33, AND LOT 34 IN VACATED BLOCK 1; THE WEST 8 FEET OF LOT 15, LOTS 16 TO 28, AND LOT 29 IN VACATED BLOCK 2, TOGETHER WITH THE VACATED ALLEYS AND VACATED COLFAX STREET, COLFAX PLACE AND TERMINAL AVENUE ADJOINING SAID LOTS IN VACATED SKOKIE RAPID TRANSIT PARK FIRST ADDITION, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 40.0 FEET OF THE NORTH 70.0 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, NORTH SHORE AND MILWAUKEE RAILROAD IN THE VILLAGE OF SKOKIE, ALL IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PROPERTY ADDRESS:

5215 Old Orchard Road Skokie, Illinois 60077

PERMANENT TAX INDEX NUMBER:

10-09-309-034-0000

Property of Cook County Clerk's Office

Two large, illegible scribbles or signatures, one positioned above the other, both appearing to be handwritten marks that obscure any text beneath them.