Instrument Prepared By And When Recorded Return To: Nyemaster Goode, P.C. 700 Walnut, Suite 1600 Des Moines, Iowa 50309

Attention: Bradford L. Austin

Doc#: 1421719090 Fee: \$78.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/05/2014 02:33 PM Pg: 1 of 21

SparrowHawk Chicago Industrial LP (IL.1140)

ASSIGNMENT OF RENTS AND LEASES (Cook County, Illinois)

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made and entered into as of July 2014, by SPARROWHAWK CHICAGO INDUSTRIAL LP, an Illinois limited partnership ("Assignor"), with the address of 1800 West Loop South, Suite 1650, Houston, Texas 77027, for the benefit of SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corroration ("Assignee"), with the address of c/o Voya Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349.

WITNESSETH:

WHEREAS, pursuant to the certain Loan Agreement dated as of this same date between Assignor and Assignee ("Loan Agreement"), Assignor has executed and delivered to Assignee Assignor's Promissory Note dated on or about this same date in the original principal amount of TWENTY-SEVEN MILLION, FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$27,450,000.00) (as the same may be extended, renewed, refinanced, refunded, amended, modified or supplemented from time to time, the "Note"), performance of which is secured, among other things, by a Mortgage, Security Agreement, Financing Statement and Fixture Filing (the "Mortgage"), which Mortgage encumbers certain real estate, designated as Parcels 2, 3, 5, 8, 9 and 10 in the Loan Agreement, described in Existing "A," attached hereto and hereby made a part hereof, and improvements thereon (together, the "Premises"); and

WHEREAS, as a condition to Assignee's obligation to make the loan evidenced by the Note and secured by the Mortgage (and any extensions and/or modifications thereof) and made pursuant to or in connection with and secured by other documents, including, but not limited to, a Security Agreement and financing statements naming Assignor as debtor and Assignee as secured party (this Assignment, the Note, the Mortgage, the Security Agreement, the Loan Agreement, and such other documents are sometimes hereinafter collectively referred to as the "Loan Documents"), Assignor has agreed to absolutely and unconditionally assign to Assignee all of Assignor's rights under and title to various leases affecting the Premises, including Assignor's rights in and title to the rents therefrom, subject only to the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

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- 1. Assignment of Leases. Assignor hereby presently assigns, transfers, grants and conveys unto Assignee, its successors and assigns, all leasehold estates of Assignor, as lessor, and all right, title and interest of Assignor in, to and under all existing and future leases, subleases, license agreements, concessions, tenancies and other use or occupancy agreements, whether oral or written, covering or affecting any or all of the Premises and all agreements for any use of, all or any part of the Premises, the buildings, fixtures and other improvements located thereon ("Improvements"), and all extensions, renewals and guaranties thereof and all amendments and supplements thereto (collectively, the "Leases"), including without limitation the following:
- (a) any and all rents, revenues, issues, income, royalties, receipts, profits, contract rights, accounts receivable, general intangibles, lease termination fees, and other amounts now or hereafter becoming the to Assignor in connection with or under the Leases (whether due for the letting of space, for services, materials or installations supplied by Assignor or for any other reason whatsoever), including without limitation all insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by tenants under the Leases ("Tenants"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (all of the foregoing being hereinafter collectively called the "Rents") and all rights to direct the payment of, make claim for, collect, receive and receipt for the Rents;
- (b) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;
- (c) all rights, powers and privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under a with respect to the Leases; and
- (d) all other claims, rights, powers, privileges and remedies of Assignor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Assignor is entitled to do thereunder or with respect thereto.
- 2. Purpose of Assignment; Security. This Assignment is made for the purpose of securing Assignor's full and faithful (a) payment of the indebtedness (including any extensions or renewals thereof) evidenced by the Note, (b) payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage or any other Loan Documents, and (c) performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage, Security Agreement or any of the other Loan Documents.
- 3. <u>Assignor's Representations, Warranties and Covenants</u>. Assignor represents, warrants, covenants and agrees with Assignee as follows, to Assignor's knowledge:

- (a) That the sole ownership of the entire lessor's interest in the Leases and the Rents is, and as to future Leases shall be, vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
- (b) That the Leases are and shall be valid and enforceable against the respective lessees thereunder in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any Rents thereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any marner whatsoever except as approved in writing by Assignee or as permitted in the Mortgage.
- (c) Without the prior written consent of Assignee, Assignor shall not modify, amend, renew or extend, cancel, terminate, permit an assignment of, permit the subletting by a tenant under, waive any condition of, or accept surrender of (i) any Lease as to which Assignee has executed a Subordination, Non-Disturbance and Attornment Agreement, or (ii) any Lease not included in clause (i) and which was entered into prior to the date hereof unless such Lease is by its express terms subordinated to the Mortgage. Provided, however, under no Lease shall any Rents be abated or collected more than one month in advance.
- (d) That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.
- (e) That Assignor shall give prompt notice to Assignee of any written notice received by Assignor claiming that a default has occurred under any of the Leases on the part of Assignor, together with a complete copy of any such notice.
- (f) That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.
- (g) That there shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or my of them, as well as the fee estate in the Premises or any interest in such fee estate.
- (h) Anything herein to the contrary notwithstanding, without the prior written consent of Assignee, Assignor shall not (i) enter into any Lease in excess of 80,000 square feet nor (ii) alter, modify, amend, terminate, cancel, extend, renew, accept surrender of, waive any term or condition of, or consent to any assignment or subletting of, any Lease in excess of 80,000 square feet, whether now in existence or entered into after the date hereof.
- 4. <u>Absolute Assignment/License to Collect Rents</u>. This Assignment is entered into for the purpose of absolutely assigning the Leases and the Rents to Assignee as additional collateral for the loan evidenced by the Note and such Assignment is choate on the date hereof. Notwithstanding the foregoing, so long as no Event of Default, as hereinafter defined, shall have occurred, Assignor shall have a license, terminable by Assignee upon any Event of Default, to

collect the Rents accruing from the Premises on or after, but in no event more than one (1) month in advance of, the respective dates set forth in the Leases on which the Rents become due (provided that in no event shall Assignor be permitted to enter into any Lease which makes rent due earlier than one (1) calendar month in advance of the current month (except for the last month's rent or security deposit)), and to hold the Rents as a trust fund for the uses and purposes more particularly described in the Mortgage. Upon the occurrence of an Event of Default, the license granted to Assignor shall be automatically and immediately revoked without notice to Assignor. Upon the revocation of such license Assignee may at its option give Tenants a written notice (a "Tenant Notice") requesting the Tenants to pay all Rents and other amounts due under the Leases Sirectly to Assignee and to perform any of the Tenants' respective obligations under the Leases for the benefit of Assignee.

5. Assignee's Powers and Rights. At any time during the term of the Note or the Mortgage, Assignee may, at its option upon or after an Event of Default and after giving a Tenant Notice, receive and collect all of the Rents as they become due. Assignee shall thereafter continue to receive and collect all of the Rents, as long as Assignee deems such receipt and collection to be necessary or desirable, in Assignee's sole discretion.

Assignor hereby irrevocably appoints Assignee its true and lawful attorney, coupled with an interest, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the occurrence of an Event of Default and after the giving of a Tenant Notice, to demand, collect, receive and give complete acquittance for any and all Rents and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee heav deem necessary or desirable in order to collect and enforce the payment of the Rents. Tenants are hereby expressly authorized and directed to pay all Rents and any other amounts due Assignor pursuant to the Leases or otherwise, to Assignee, or such nominee as Assignee may designate in a Tenant Notice delivered to such Tenants, and the Tenants are expressly relieved of any and all duty, liability or obligation to Assignor with respect to all payments so made.

From and after the occurrence of an Event of Default and after the giving of a Tenant Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by Assignee necessary or proper to enforce this Assignment and to collect the Rents assigned hereunder, including the right of Assignee or its designee to enter upon the Tremises, or any part thereof, with or without force and with or without process of law and take poisession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its agents and servants, wholly therefrom. Assignor herein grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after the occurrence of an Event of Default and after the giving of a Tenant Notice, without further notice to Assignor, with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, reasonable

attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due (and all other amounts due under the Mortgage) from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any Tenant or any other person, 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, licensee, employee or stranger. If Assignor shall fail to pay, perferm or observe any of its covenants or agreements hereunder, Assignee may pay, perform or observe the same and collect the cost thereof from Assignor all as more fully provided in the Mortgage.

- 6. Assignee Not Liable: Indemnification. Anything contained herein or in any of the Leases to the contrary notwithstanding: (a) Assignor shall at all times remain solely liable under the Leases to perform all of the obligations of Assignor thereunder to the same extent as if this Assignment had not been executed; (b) notiner this Assignment nor any action or inaction on the part of Assignor or Assignee shall release Assignor from any of its obligations under the Leases or constitute an assumption of any such obligations by Assignee; and (c) Assignee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to make any payment or perform any other obligation of Assignor under or pursuant to the Leases, or to make any inquiry as to the nature or sufficiency of any payment received by Assignee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled at any time of times. Assignor shall and does hereby agree to indemnify Assignee and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against Assigned in connection with or with respect to the Leases or this Assignment, whether by reason of any a leged obligation or undertaking on Assignee's part to perform or discharge any of the covenants of agreements contained in the Leases or otherwise. Should Assignee incur any such liability, loss or damage in connection with or with respect to the Leases or this Assignment, or in the defense crany such claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be paid by Assignor to Assignee immediately upon demand, together with interest thereon from the date of advancement at the Default Rate (as defined in the Note) until paid.
- 7. Mortgage Foreclosure. During the term of the Loan Documents upon foreclosure of the lien of the Mortgage and sale of the Premises pursuant thereto, or delivery and acceptance of a deed in lieu of foreclosure, all right, title and interest of Assignor in, to and under the Leases shall thereupon vest in and become the absolute property of the purchaser of the Premises in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Assignor. Nevertheless, Assignor shall execute, acknowledge and deliver from time to time such

further instruments and assurances as Assignee may require in connection therewith and hereby irrevocably appoints Assignee the attorney-in-fact of Assignor in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Assignee may deem necessary or desirable, and Assignee may substitute one or more persons with like power, Assignor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

- 8. <u>Non-Waiver</u>. Waiver or acquiescence by Assignee of any default by Assignor, or failure of Assignee to insist upon strict performance by Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.
- 9. Pights and Remedies Cumulative. 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 or remedies which Assignce shall have under the Note, Mortgage, the Security Agreement or any other Loan Document, or at law or in equity.
- 10. <u>Severability</u>. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, and or the full extent permitted by law.
- 11. <u>Notices</u>. (a) All notices, demands, requests, and other communications desired or required to be given hereunder ("Notices"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.
- (b) All Notices shall be deemed given and effective upon the earlier to occur of: (x) the hand delivery of such Notice to the address for Notices; (y) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (z) three business days after depositing the Notice in the United States mail as set forth in (a)(iii) above. All Notices shall be addressed to the following addresses:

Assignor:

SparrowHawk Chicago Industrial LP

1800 West Loop South, Suite 1650

Houston, Texas 77027 Attn: Alfredo L. Gutierrez

With a copy to:

George J. Van Os Attorney at Law

800 Bering Drive, Suite 100 Houston, Texas 77257

Assignee: Security Life of Denver Insurance Company

c/o Voya Investment Management LLC 5780 Powers Ferry Road, NW, Suite 300

Atlanta, Georgia 30327-4349

Attention: Mortgage Loan Servicing Department

and to: Voya Investment Management LLC

5780 Powers Ferry Road, NW, Suite 300

Atlanta, Georgia 30327-4349

Attention: Real Estate Law Department

With a copy to. Nyemaster Goode, P.C.

700 Walnut, Suite 1600 Des Moines, Iowa 50309

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. Provided, that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

- 12. Heirs, Successors and Assigns The terms "Assignor" and "Assignee" shall be construed to include the respective heirs, personal representatives, successors and assigns of Assignor and Assignee. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect winder the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.
- 13. <u>Amendment</u>. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except or y by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.
- 14. <u>Captions</u>. The captions or headings preceding the text of the Paragraphs of this Assignment are inserted only for convenience of reference and shall not constitute a part of this Assignment, nor shall they in any way affect its meaning, construction or effect.
- 15. <u>Termination of Assignment</u>. Upon payment in full of the indebtedness described in Paragraph 2, this Assignment shall terminate and be void and of no force or effect, and Assignee shall release its lien on the Rents and Leases without costs or expenses to Assignee, Assignor hereby agreeing to reimburse Assignee for such costs and expenses.
- 16. <u>Choice of Law</u>. The validity and interpretation of this Assignment shall be construed in accordance with the laws (excluding conflicts of laws rules) of the State of Illinois.
- 17. Event of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("Event of Default"): (i) the failure of Assignor to make

any payment due hereunder within ten (10) days after the same shall fall due, (ii) default shall be made in the due observance or performance of any of the other covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Assignor which does not relate to the nonpayment of any monetary sum, and such default is not cured within thirty (30) days following written notice thereof by Assignee to Assignor or such longer period as is reasonably necessary to cure such default as long as Assignor is diligently pursuing such cure and such default is curable by Assignor within a reasonable time provided that such additional time shall not exceed thirty (30) days (for an aggregate sixty (60) day period), or (iii) the occurrence of any breach, default, event of default, or failure of performance (however denominated) under the Note, the Mortgage or any of the other Loan Documents, and the expiration of any applicable cure period without the same having been cured. Any Event of Default hereunder shall constitute a default under each and all of the other Loan Documents.

- 18. <u>Exculpatory</u>. The liability of Assignor personally to pay the Note or any interest that may accrue thereon or any indebtedness or obligation accruing or arising hereunder is limited to the extent set forth in the Note.
- 19. <u>Integration</u>. This Assignment, together with the other Loan Documents, constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.
 - 20. <u>Time of Essence</u>. Time is of the essence in the performance of this Assignment.
- 21. JURY TRIAL. THE PARTIES HERETO, AFTER WAIVER OF CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR INSTRUMENY. OR ANY RELATED **INSTRUMENT** AGREEMENT, OR OR ANY OF THE **TRANSACTIONS** CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR ICAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

22. Attorney's Fees. Assignor shall pay on demand all costs and expenses incurred by Assignee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorney's fees and legal expenses, including, but not limited to, any post judgment fees, costs or expenses incurred on any appeal, in collection of any judgment or in appearing and/or enforcing any claim in any bankruptcy proceeding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date set forth in the acknowledgment below, to be effective as of the date first above written, and acknowledges receipt of a copy hereof at the time of execution.

SPARROWHAWK CHICAGO INDUSTRIAL LP, an Illinois limited partnership

By: SparrowHawk, LLC, a Texas limited liability company, its sole general partner

By:

Name: Alfredo L. Gutierrez

Title: Manager

STATE OF 1EX

COUNTY OF C

) ss.

LISA J BECKMAN
My Commission Expires
December 9, 2017

Name:

Notary Public

[SIGNATURE PAGE TO ASSIGNMENT]

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EXHIBIT A Legal Description

Legal Description of: Parcel 2 - 301 Holbrook Drive, Wheeling, Illinois

PARCEL 2A:

LOTS 22, 23, 24 AND 25 IN FIRST ADDITION TO PALATINE EXPRESSWAY INDUSTRIAL PARK. BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 44, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ILLINOIS ON FEBRUARY 27, 1970, AS DOCUMENT NO. LR2493375, IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2A FOR STORM WATER DETENTION TOOK COUNTY CLOTHER OFFICE AS RESERVED IN PLAT OF SUPDIVISION RECORDED AS DOCUMENT 21057505 AND FILED AS LR 2493375.

Common Address:

301 Holbrook Drive

Wheeling, Illinois

Permanent Index Nos. 03-14-303-006-0000

03-14-303-007-0000

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Legal Description of: Parcel 3 - 650 Anthony Trail, Northbrook, Illinois

LOT 1 IN MARLENE'S RESUBDIVISION OF LOTS 11 AND 12 IN RESUBDIVISION OF PART OF LOT 4 IN BLOCK 3 IN 1ST RESUBDIVISION OF SKY HARBOR INDUSTRIAL PARK UNIT NO. 1 IN THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1978 IN THE OFFICE OF RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS **DOCUMENT NO. 24414365.**



Common Address:

Northbrook, Illinois

Permanent Index No. 04-05-400-024-0000

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<u>Legal Description of: Parcel 5 - 1026-1036, 1082-1100 and 1046-1080 National Parkway, Schaumburg, Illinois</u>

PARCEL 5A:

THAT PART OF OUTLOT "D" IN SCHAUMBURG INDUSTRIAL PARK (HEREINAFTER DESCRIBED) BOUNDED BY A LINE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF STATE PARKWAY WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG THE SOUTH LINE OF STATE PARKWAY AND AT PIGHT ANGLES TO THE SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (SAID LINE OF STATE FARKWAY BEARING NORTH 89 DEGREES, 54 MINUTES, 06 SECONDS EAST) A DISTANCE OF 1380.00 FEET TO A POINT OF CURVE IN SAID LINE; THENCE

SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF STATE PARKWAY, BEING THE ARC OF A CIRCLE, TANGENT TO THE LAST DEUCRIBED LINE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS 560.00 FEET, A DISTANCE OF 306.27 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTHEASTERLY ALDING THE SOUTHWESTERLY LINE OF STATE PARKWAY AND ALONG THE EXTENSION OF THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 473.64 FEET TO A POINT OF CURVED TANGENCY; THENCE SOUTH 10 DEGREES, 18 MINUTES, 10 SECONDS EAST ALONG THE WESTERLY LINE OF STATE PARKWAY, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 143.65 FEET; THENCE SOUTH 79 DEGREES, 24 MINUTES, 48 SECONDS WEST, A DISTANCE OF 350.60 FEET; THENCE NORTH 10 DEGREES, 35 MINUTES, 12 SECONDS WEST, A DISTANCE OF 314.02 FEET; THENCE NORTH 22 DEGREES, 49 MINUTES, 47 SECONDS EAST, A DISTANCE OF 299.16 FEET TO THE POINT OF BEGINNING, IN SCHAUMBURG INDUSTRIAL PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4 OF SECTION 11; PART OF THE SOUTHWEST 1/4 OF SECTION 12; PART OF THE NORTHWEST 1/4 OF SECTION 13 AND PART OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10. EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF FILED ON JUNE 19, 1969 AS Office LR2455597, IN COOK COUNTY, ILLINOIS.

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PARCEL 5B:

THAT PART OF OUTLOT "D" IN SCHAUMBURG INDUSTRIAL PARK (HEREINAFTER DESCRIBED) BOUNDED BY A LINE DESCRIBED BY A LINE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF STATE PARKWAY WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG THE SOUTH LINE OF STATE PARKWAY AND AT RIGHT ANGLES TO THE SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (SAID LINE OF STATE PARKWAY BEARING NORTH 89 DEGREES, 54 MINUTES, 06 SECONDS EAST) A DISTANCE OF 1380.00 FEET TO A POINT OF CURVE IN SAID LINES; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF STATE PARKWAY, BEING THE ARC OF CIRCLE, TANGENT TO THE LAST DESCRIBED LINE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 550,00 FEET FOR A DISTANCE OF 779.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 100 EGREES, 18 MINUTES, 10 SECONDS EAST ALONG THE WESTERLY LINE OF STATE PARKWAY, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 143.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF STATE PARKWAY, A DISTANCE OF 211.81 FEET TO A POINT OF CURVE IN SAID LINE: THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF STATE PARKWAY, BEING THE ARC OF CIRCLE, TANGENT TO THE LAST DESCRIBED LINE CONCAVE TO THE NORTHEAST. HAVING A RADIUS OF 850.00 FEET, A DISTANCE OF 197.98 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 355.00 FEET, A DISTANCE OF 144.05 FEET; THENCE SOUTH 87 DEGREES, 16 MINUTES, 56 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 230.95 FEET; THENCE NORTH 10 DEGREES, 35 MINUTES, 12 SECONDS WEST, A DISTANCE OF 385.87 FEET; THENCE NORTH 79 DEGREES, 24 MINUTES, 48 SECONDS EAST, A DISTANCE OF 350.60 FEET TO THE POINT OF BEGINNING, IN SCHAUMBURG INDUSTRIAL PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4 OF SECTION 11; PART OF THE SOUTH VEST 1/4 OF SECTION 12: PART OF THE NORTHWEST 1/4 OF SECTION 13 AND PART OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF FILED ON JUNE 10, 1969 AS LR2455797, IN COOK COUNTY, 7's Office ILLINOIS.

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PARCEL 5C:

LOT 3 (EXCEPT THE NORTH 119.98 FEET) AND THE NORTH 68.69 FEET OF LOT 2 AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) ALL IN RESUBDIVISION OF PART OF OUT-LOT D IN SCHAUMBURG INDUSTRIAL PARK, AS RECORDED JUNE 10, 1969. UNDER DOCUMENT NUMBER 20866510 AND FILED WITH THE REGISTRAR OF DEED UNDER TORRENS REGISTRATION NUMBER 2455597, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4 OF SECTION 11, PART OF THE SOUTHWEST 1/4 OF SECTION 12, PART OF THE NORTHWEST 1/4 OF SECTION 13 AND PART OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 18, 1973 AS Spock Spock County Clerk's Office DOCUMENT NUMBER 2692491, AND SURVEYOR'S CERTIFICATE OF CORRECTION, REGISTERED ON JUNE 21, 1973 AS DOCUMENT NUMBER 2699472 ALL IN COOK COUNTY, ILLINOIS.

Common Address:

Permanent Index Nos. 07-11-400-027-0000

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Legal Description of: Parcel 8 - 1530 Birchwood Avenue, Des Plaines, Illinois

THAT PART OF LOT 9 LYING EAST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 184.10 FEET WEST OF THE SOUTHEAST CORNER THEREOF TO A POINT IN THE NORTH LINE OF SAID LOT, 190.73 FEET WEST OF THE NORTHEAST CORNER THEREOF: ALSO THAT PART OF LOT 8 LYING WEST OF THE EAST 108.596 FEET THEREOF, AS MEASURED ALONG THE NORTH LINE AND THE SOUTH LINE OF SAID LOT, (EXCEPTING FROM EACH OF SAID LOTS 8 AND 9 THE NORTH 50 FEET THEREOF AS MEASURED PERPENDICULARLY TO THE NORTH LINE OF SAID LOTS) ALL IN TOUHY-MANNHEIM INDUSTRIAL SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 28 AND THE SOUTH FSE DIAN, IN.

OF COOK COUNTY CLORES OFFICE EAST QUARTER OF SECTION 29 ALL IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL METJDIAN, IN COOK COUNTY, ILLINOIS.

Common Address:

Permanent Index No. 09-29-402-034-0000

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<u>Legal description of: Parcel 9 - 2680-2690 and 2800 W. Lake Street, Melrose Park, Cook County, Illinois</u>

PARCEL 9A:

LOTS 1, 2 AND 5 IN METROPOLITAN INDUSTRIAL DISTRICT MELROSE PARK, BEING A SUBDIVISION OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9B

EASEMENT TO MAINTAIN, USE, OPERATE, RELOCATE, RECONSTRUCT AND RENEW RAILROAD TRACKS AND RELATED RAILROAD FACILITIES FOR THE BENEFIT OF PARCEL 9A AFORESAID AS CREATED BY GRANT RECORDED JANUARY 13, 1971 AS DOCUMENT NO. 21370506 OVER AND UPON THE FOLLOWING. THAT PART OF THE SOUTH 187.0 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4 LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY AND THAT PART OF THE EAST 1/2 OF AND THE NORTHEAST 1/4 OF SECTION 9 LYING EAST OF SAID EAST LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY. ALL IN TOWNSHIP 39 NORTH, RANGE 12

EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON SAID EAST LINE OF THE INDIANA HAVBOP. BELT RAILROAD COMPANY 187.0 FEET NORTH OF THE SOUTH LINE OF SECTION 4; THENCE EASTERLY ALONG A LINE WHICH IS PARALLEL TO AND 187.0 FEET NORTHERLY OF SAID SOUTH LINE OF SECTION 4 A DISTANCE OF 20 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO AND 20 FEET EASTERLY OF SAID EAST LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY, 'AFASURED AT RIGHT ANGLES THERETO, A DISTANCE OF 22.5 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE WEST, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT AND HAVING A RADIUS OF 726.8 FEET, 'A DISTANCE OF 129.50 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE TANGENT TO THE SAID CURVE AT THE LAST DESCRIBED POINT A DISTANCE OF 48.03 FEET TO A POINT CALSAID EAST LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY, SAID POINT BEING 198.54 FEET SOUTHERLY (MEASURED ALONG SAID EAST LINE) OF THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 198.54 FEET TO THE POINT OF BEGINNING);

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PARCEL 9C:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 9A AS CREATED BY AGREEMENT DATED MAY 12, 1972 AND RECORDED JANUARY 15, 1973 AS DOCUMENT NO. 22187350 BETWEEN MIDLAND-ROSS CORPORATION, AN OHIO CORPORATION, NATIONAL BOULEVARD BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1970 AND KNOWN AS TRUST NUMBER 3625 AND NATIONAL BOULEVARD BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1971 AND KNOWN AS TRUST NUMBER 3709 TO MAINTAIN, USE, OPERATE, RECONSTRUCT, IMPROVE AND RENEW RAILROAD TRACKS AND RELATED RAILROAD FACILITIES OVER THE FOLLOWING DESCRIBED STRIP OF LAND: THAT PART OF THE SOUTH 187.0 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, LYING EAST OF SAID EAST LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY, AND THAT PART OF THE EAST HALF OF THE NORTHEAST 1/4 OF SECTION 9 LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY INDIANA HARBOR BELT RAILROAD COMPANY ALL IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OM SAID EAST RIGHT OF WAY LINE, SAID POINT BEING 110.95 FEET SOUTH OF THE NORTH LINE OF SECTION 9, THENCE NORTH 0 DEGREES, 29 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE 43.81 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE MORTHEAST HAVING A RADIUS OF 264.37 FEET, AN ARC DISTANCE OF 416.57 FEET TO A POINT; OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 68 DEGREES, 38 MINUTES, 21 FEET TO A POINT; THENCE NORTH 66 DEGREES 13 MINUTES 22 SECONDS EAST 299.21 FEET TO A POINT; THENCE SOUTH 23 DEGREES 46 MINUTES 38 SECONDS EAST 20.00 FEET TO A POINT; THENCE SOUTH 66 DEGREES, 13 MINUTES, 22 SECONDS WEST 299.21 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE MORTH, HAVING A RADIUS OF 284.37 FEET AN ARC DISTANCE OF 407.62 FEET TO THE PLACE OF BEGINNING.

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PARCEL 9D:

PERPETUAL EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 9A AS CREATED BY AGREEMENT DATED MAY 12, 1972 AND RECORDED JANUARY 15, 1973 AS DOCUMENT NO. 22187350 BETWEEN MIDLAND-ROSS CORPORATION, AN OHIO CORPORATION, NATIONAL BOULEVARD BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3 1970 AND KNOWN AS TRUST NUMBER 3625 AND NATIONAL BOULEVARD BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1971 AND KNOWN AS TRUST NUMBER 3709 TO CONSTRUCT, MAINTAIN, USE, OPERATE, RELOCATE, RECONSTRUCT IMPROVE AND RENEW TRACKS AND RELATED FACILITIES OVER THE FOLLOWING DESCRIBED STRIP OF DAND:

THAT PART OF THE SOUTH 187.0 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4 LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY, AND THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION

9 LYING EAST OF THE PAST LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY, ALL IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 187.0 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4. SAID POINT BEING 693.66 FEET EAST OF THE EAST RIGHT OF WAY LINE OF THE INDIANA PARBOR BELT RAILROAD COMPANY, THENCE DUE EAST ALONG SAID NORTH LINE 32.50 FEET; THENCE SOUTH 9 DEGREES, 26 MINUTES, 14 SECONDS WEST 117.91 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 284.35 FEET AN ARC DISTANCE OF 176.96 FEET TO A POINT (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 28 DEGREES, 01 MINUTES, 11 SECONDS WEST); THENCE SOUTH 66 DEGREES, 13 MINUTES, 22 SECONDS WEST 129,94 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CUICVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 482.03 FEET AN ARC DISTANCE OF 68.74 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC HAVING IN BEARING OF NORTH 62 DEGREES, 08 MINUTES 14 SECONDS EAST) THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 264.35 FEET, AN ARC DISTANCE OF 220.81 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 414.86 FEET AN ARC DISTANCE OF 74.09 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 02 MINUTES 28 SECONDS WEST 39.07 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Common Address: 2680-2690 and 2800 W. Lake Street

Melrose Park, Illinois

Permanent Index Nos. 15-04-412-009-0000

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Legal Description of: Parcel 10 - 3650 Industrial Drive, Rolling Meadows, Illinois

PARCEL 10A:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTHWARD ALONG THE EAST LINE OF SAID SECTION 23, NORTH 00 DEGREES 10 MINUTES 05 SECONDS EAST, A DISTANCE OF 61.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 30 MINUTES 27 SECONDS WEST, A DISTANCE OF 563.82 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE 53; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE, BEING A CURVED LINE CONVEXED TO THE NORTHWEST, OF 5862.50 FEET IN RADIUS HAVING A CHORD LENGTH OF 852.91 FEET ON A BEARING OF NORTH 41 DEGREES 26 MINUTES 40 SECONDS EAST, FOR AN ARC LENGTH OF 853.67 FEET TO A POINT ON THE SAID EAST LINE OF SECTION 23; THENCE SOUTH ALONG THE SAID EAST LINE, SOUTH 00 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 605.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 10B:

NON-EXCLUSIVE PERPETUAL ROADWAY EASEMENT, AS CREATED BY ROADWAY EASEMENT AGREEMENT RECORDED AS DOCUMENT 10. 24785935, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26. TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 2511.21 FEET NORTH OF THE SOUTHWEST CORNER OF SAID EAST 1/4, SAID POINT BEING THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53; THE ICE NORTH 45 DEGREES 52 MINUTES 23 SECONDS EAST, A DISTANCE OF 127.61 FEET: THENCE FAST ALONG A LINE 37 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE EAST 1/4 OF 12/5 NORTHEAST 1/4 OF SAID SECTION 26 TO THE EAST LINE OF SAID SECTION 26; THENCE NORTH ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID SECTION 26, THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 26, 577.73 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53; THENCE SOUTH WESTERLY ALONG THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53 TO THE POINT OF BEGINNING. AND THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23: THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 23, 577,73 FEET TO

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THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5862.50 FEET, SAID CURVE BEING THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53, A DISTANCE OF 25.00 FEET; THENCE NORTHEASTERLY TO A POINT IN THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, SAID POINT BEING 61.41 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH ALONG SAID EAST LINE, 61.41 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office

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