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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/12/2014 12:01 PM Pg: 1 of 19

THIS INSTRUMENT WAS
PREPARED BY AND UPON
RECORDING SHOULD BE
RETURNED TO:

Sidley Austin LLP
555 West Fifth Street, Suite 4000
Los Angeles, CA 90013
Attention: Brian Flavell, Esq.

APN(s): 18-22-200-018
18-22-304-004
18-22-304-007
18-22-304-010
18-22-304-021

BIGS MORTGAGE LLC,
a Delaware limited liability company, as assignor

to

DEUTSCHE BANK AG, NEW YORK BRANCH,
as administrative agent for the Lenders, as assignee

ASSIGNMENT OF LEASES AND RENTS

Dated: As of December 10, 2014

Location: 6600 River Road, Hodgkins, IL 60525

County: Cook

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made as of December 10, 2014, by **BIGS MORTGAGE LLC**, a Delaware limited liability company, having its principal place of business at c/o Goldman Sachs & Co., 200 West Street, New York, New York 10282 ("**Assignor**"), to **DEUTSCHE BANK AG, NEW YORK BRANCH**, solely in its capacity as administrative agent for the Lenders (as defined in the Loan Agreement (as hereinafter defined)) (together with its successors and/or assigns, "**Administrative Agent**"), having an address at 60 Wall Street, 10th Floor, New York, New York 10005.

WITNESSETH:

A. This Assignment is given in connection with a loan in the principal amount of One Hundred Ten Million and No/100 Dollars (\$110,000,000.00) (the "**Loan**") made by Lenders to Assignor pursuant to that certain Loan Agreement (as the same may be amended, restated, replaced, supplemented, extended, renewed or otherwise modified from time to time, the "**Loan Agreement**") dated as of the date hereof by and between Assignor, Administrative Agent, and Lenders, and evidenced by that certain Promissory Note of even date herewith, in the stated principal amount of One Hundred Ten Million and No/100 Dollars (\$110,000,000.00) (as the same may hereafter be amended, supplemented, restated, increased, extended or consolidated from time to time, the "**Note**") made and given by Assignor. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. The Note is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated the date hereof made by Assignor for the benefit of Lenders (as the same may be amended, restated, replaced, supplemented, extended, renewed or otherwise modified from time to time, the "**Mortgage**"), encumbering the land more particularly described on Exhibit A annexed hereto and made a part hereof (the "**Land**"), together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (with the Land, collectively, the "**Property**").

C. Assignor has agreed to execute and deliver this Assignment to further secure the payment and performance of all of the Obligations under the Note, the Loan Agreement and the other Loan Documents.

D. This Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Assignor of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by Lenders and the covenants, agreements, representations and warranties set forth in this Assignment:

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ARTICLE 1 ASSIGNMENT

Section 1.1 Property Assigned. Subject to the terms hereof, Assignor hereby absolutely and unconditionally assigns and grants to Administrative Agent for the benefit of the Lenders the following property, rights, interests and estates, now owned or hereafter acquired by Assignor:

(a) **Leases.** Subject to the rights of Assignor hereunder and of Borrower under the Loan Agreement, all leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Property, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (collectively, the "**Leases**"), and all right, title and interest of Assignor, its successors and assigns, therein and thereunder, together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases, and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Assignor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which Assignor is or may become entitled to do under any such Leases, and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt.

(b) **Rents.** Subject to the revocable license in favor of Assignor contained in Section 2.1 hereof, all Rents, which term shall include Rents paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code

(c) **Bankruptcy Claims.** All of Assignor's claims and rights (the "**Bankruptcy Claims**") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) **Lease Guaranties.** To the extent assignable (including, but not limited to, if consent for such assignment is required), all of Assignor's right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a "**Lease Guaranty**", and collectively, the "**Lease Guaranties**") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "**Lease Guarantor**", and collectively, the "**Lease Guarantors**") to Assignor.

(e) **Proceeds.** All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and/or the Bankruptcy Claims.

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(f) Other. To the extent assignable (including, but not limited to, if consent for such assignment is required), all rights, powers, privileges, options and other benefits of Assignor as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations, in each case, in accordance with the provisions of the Loan Agreement and the other Loan Documents), and to do all other things which Assignor or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties.

(g) Entry. The right, subject to the provisions of the Loan Agreement, at Administrative Agent's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents when due.

(h) Power Of Attorney. Assignor's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in, but only at the times provided in, Section 3.1 of this Assignment, and any or all other actions designated by Administrative Agent for the proper management and preservation of the Property.

(i) Other Rights And Agreements. Any and all other rights of Assignor in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE 2 TERMS OF ASSIGNMENT

Section 2.1 Present Assignment and License Back. It is intended by Assignor that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the terms of the Loan Agreement, the Cash Management Agreement and the Clearing Account Agreement, Administrative Agent grants to Assignor a revocable license to collect, receive, use and enjoy the Rents as well as any sums due under the Lease Guaranties and to exercise, exclusively, all rights assigned to Administrative Agent hereunder, including all rights and remedies, benefits or entitlements as a landlord under any Lease; provided, that such license shall be revocable only upon and during the continuance of an Event of Default (and, for the avoidance of doubt, until such time, Assignor shall have the right to manage and operate the Property and deal with Tenants under the Leases, including with respect to any enforcement, modification, renewal, extension or amendment thereof, or conducting any business with respect thereto, subject in all respects to the terms of the Loan Agreement and any other Loan Document), and provided further, that any such revocation of such license shall be rescinded, and such license reinstated in full, following (i) the cure of such Event of Default, provided such cure is accepted by Administrative Agent (or is the timely cure, in accordance with the Loan Agreement, of Qualified Release Property Default), or (ii) the waiver of the Event of Default (assuming, in either case, no other Event of Default shall thereafter be continuing). Subject to the terms of the Loan Agreement, Assignor shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof

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sufficient to discharge all current sums due on the Obligations, in trust for the benefit of Administrative Agent for use in the payment of such sums.

Section 2.2 Notice to Lessees. Assignor hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Property and all Lease Guarantors, to the extent permitted under applicable law, to pay over to Administrative Agent or to such other party as Administrative Agent directs all Rents, and all sums due under any Lease Guaranties, upon receipt from Administrative Agent of written notice to the effect that Administrative Agent is then the holder of this Assignment; provided, however, except as set forth in the Loan Agreement, the Cash Management Agreement and the Clearing Account Agreement, Administrative Agent may only send such notices, and take such actions relative to such Rents and sums due under any Lease Guaranties, as are expressly permitted relative thereto pursuant to the terms of the Loan Agreement, the Clearing Account Agreement and the Cash Management Agreement. Such Rents shall be disbursed and/or applied in accordance with the terms of the Loan Agreement and the Cash Management Agreement.

Section 2.3 Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents, as the same may be modified, renewed, substituted or extended from time to time, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 **REMEDIES**

Section 3.1 Remedies of Administrative Agent. Subject to applicable laws, upon or at any time after the occurrence of an Event of Default, the license granted to Assignor in Section 2.1 of this Assignment shall automatically be revoked and Administrative Agent shall immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not Administrative Agent enters upon or takes control of the Property. In addition, Administrative Agent may, at its option, without waiving any Event of Default, without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Assignor and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Assignor and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto, and have, hold, manage, lease and operate the Property on such terms and for such period of time as Administrative Agent may deem proper and, either with or without taking possession of the Property, in its own name, demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid (with all such Rents and all sums due under any Lease Guaranties to be deposited into the Clearing Account to the extent and as required by the terms of the Loan Agreement and the Clearing Account Agreement), with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Administrative Agent may reasonably deem proper, subject to and in accordance with the other Loan Documents. In addition, upon the occurrence of an Event of Default, Administrative Agent, at its option, may (1) complete any construction on the Property in such manner and form as Administrative Agent deems advisable, (2) exercise all rights and powers of Assignor, including, without limitation, the right to

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negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties (with all such Rents and all sums due under any Lease Guaranties to be deposited into the Clearing Account to the extent and as required by the terms of the Loan Agreement and the Clearing Account Agreement), and/or (3) either (i) require Assignor to pay monthly in advance to Administrative Agent or to any receiver appointed to collect the Rents and any other fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of Assignor, or (ii) require Assignor to vacate and surrender possession of the Property to Administrative Agent or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise.

Section 3.2 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Administrative Agent pursuant to the power and rights granted to Administrative Agent hereunder shall be deemed to be a waiver by Administrative Agent or any Lender of each of their rights and remedies under the Loan Agreement, the Note, the Mortgage or the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Administrative Agent and/or Lenders under the terms thereof. The right of Administrative Agent to collect the Obligations and to enforce any other security therefor held by it may be exercised by Administrative Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignor hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Obligations of Assignor under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Administrative Agent and/or any Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents (*provided, however*, that the foregoing shall not be deemed a waiver of Assignor's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Assignor's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Administrative Agent and/or any Lender in any separate action or proceeding).

Section 3.3 Other Security. Administrative Agent may (i) take or release other security for the payment and performance of the Obligations, (ii) release any party primarily or secondarily liable therefor, and/or (iii) apply any other security held by it to the payment and performance of the Obligations, in each instance, without prejudice to any of its rights under this Assignment.

Section 3.4 Non-Waiver. The exercise by Administrative Agent of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and the sums due under the Lease Guaranties and the application thereof as provided in the Loan Documents shall not be considered a waiver of any Default or Event of Default by Assignor under the Note, the Loan Agreement, the Mortgage, this Assignment or the other Loan Documents. The failure of Administrative Agent to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) the failure of Administrative Agent to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof

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or of the Loan Agreement, the Note or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Administrative Agent or Lenders extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note or the other Loan Documents. Administrative Agent may resort for the payment and performance of the Obligations to any other security held by Administrative Agent in such order and manner as Administrative Agent, in its sole discretion, may elect. Administrative Agent may take any action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Administrative Agent thereafter to enforce its rights under this Assignment. The rights of Administrative Agent under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Administrative Agent shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 Bankruptcy.

(a) Upon or at any time after the occurrence of an Event of Default, Administrative Agent shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Administrative Agent not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject such Lease. Administrative Agent shall have the right, but not the obligation, to serve upon Assignor within such ten (10) day period a notice stating that (i) Administrative Agent demands that Assignor assume and assign the Lease to Administrative Agent pursuant to Section 365 of the Bankruptcy Code, and (ii) Administrative Agent covenants to cure all ongoing defaults (to the extent such defaults are reasonably susceptible to cure) or provide adequate assurance of future performance under the Lease. If Administrative Agent serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after Administrative Agent's notice shall have been given, subject to the performance by Administrative Agent of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4

NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Administrative Agent. This Assignment shall not be construed to bind Administrative Agent to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Administrative Agent. Administrative Agent shall not be liable for any loss sustained by Assignor resulting from Administrative Agent's failure to let the Property after an Event of

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Default or from any other act or omission of Administrative Agent in managing the Property after an Event of Default unless such loss is caused by the gross negligence, willful misconduct, fraud or bad faith of Administrative Agent or its employees or officers. Administrative Agent shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Assignor shall indemnify Administrative Agent and Lenders for, and hold Administrative Agent and Lenders harmless, from, (a) any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment, and (b) any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Administrative Agent and/or Lenders by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, unless caused by the gross negligence, willful misconduct, fraud or bad faith of any Lender or Administrative Agent or their employees or officers. Should Administrative Agent and/or Lenders incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, shall be secured by this Assignment and by the Mortgage and the other Loan Documents and Assignor shall reimburse Administrative Agent therefor promptly upon demand (but not later than five (5) Business Days after such demand) and upon the failure of Assignor so to do Administrative Agent may, at its option, declare the Obligations to be immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Administrative Agent or Lenders, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Administrative Agent or Lenders responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 No Mortgagee In Possession. Nothing herein contained shall be construed as constituting Administrative Agent a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Administrative Agent. In the exercise of the powers herein granted Administrative Agent, no liability shall be asserted or enforced against Administrative Agent, other than for Administrative Agent's gross negligence, willful misconduct or fraud, all such liability being expressly waived and released by Assignor.

Section 4.3 Further Assurances. Assignor will, at the cost of Assignor, and without expense to Administrative Agent, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Administrative Agent shall, from time to time, reasonably determine to be necessary for the better assuring, conveying, assigning, transferring and confirming unto Administrative Agent the property and rights hereby assigned or intended now or hereafter so to be, or which Assignor may be or may hereafter become bound to convey or assign to Administrative Agent, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on reasonable demand, will execute and deliver, and hereby authorizes Administrative Agent to execute in the name of Assignor to the extent Administrative Agent may lawfully do so, one or more financing statements, chattel

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mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases; provided, that such further acts, conveyances, assignments, notices, transfers and assurances do not materially increase the liability or obligations or materially decrease the rights of Assignor from those provided for in the Loan Documents.

ARTICLE 5 MISCELLANEOUS PROVISIONS

Section 5.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Administrative Agent, but only by an agreement in writing signed by the party(ies) against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 General Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in the singular or plural form and the word "**Assignor**" shall mean "each Assignor and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "**Administrative Agent**" shall mean "Administrative Agent and any subsequent administrative agent of the Lenders with respect to the Loan, and if no administrative agent, then any subsequent holder of the Note," the word "**Note**" shall mean "the Note and any other evidence of indebtedness incurred pursuant to the Loan Agreement," the word "**Property**" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels, incurred or paid by Administrative Agent and/or any Lender in protecting its interest in the Property, the Leases and/or the Rents and/or in enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

Section 5.4 Inapplicable Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment, unless such continued effectiveness of this Assignment, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 5.5 Governing Law; Jurisdiction; Service of Process. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES

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RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

Section 5.6 Termination of Assignment. Upon the termination or reconveyance of the Mortgage, this Assignment shall become and be void and of no effect.

Section 5.7 Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. ASSIGNOR, LENDERS, ADMINISTRATIVE AGENT, BY ITS ACCEPTANCE HEREOF, EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THIS ASSIGNMENT, THE NOTE, THE MORTGAGE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ASSIGNOR, LENDERS, AND ADMINISTRATIVE AGENT AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

Section 5.9 Exculpation. The provisions of Section 10.1 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein, and in the event of any conflict, the provisions of Section 10.1 of the Loan Agreement shall control and be binding. No negative inference regarding the application of said Section 10.1 to all of the terms of this Agreement is to be drawn by the reference to said Section 10.1 in only certain provisions.

Section 5.10 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Administrative Agent and their respective successors and permitted assigns forever. Administrative Agent shall have the right to assign or transfer its rights under this Assignment in connection with any assignment of the Loan and the Loan

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Documents. Any assignee or transferee of Administrative Agent shall be entitled to all the benefits afforded to Administrative Agent under this Assignment. Assignor shall not have the right to assign or transfer its rights or obligations under this Assignment without the prior written consent of Administrative Agent, except as may be provided in the Loan Agreement, and any attempted assignment without such consent shall be null and void.

Section 5.11 Headings, Etc. The headings and captions of the various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.12 Recitals. The recitals hereof are a part hereof, form a basis for this Assignment and shall be considered *prima facie* evidence of the facts and documents referred to therein.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, Assignor has executed this Assignment the day and year first above written.

ASSIGNOR:

BIGS MORTGAGE LLC,
a Delaware limited liability company

By: Christina Li
Name: Christina Li
Title: Authorized Signatory

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

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ACKNOWLEDGMENT

STATE OF New York)
) ss:
 COUNTY OF New York)

On the 5th day of December, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Christina L., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Emily R. Blustein
 Notary Public

EMILY R. BLUSTEIN
 NOTARY PUBLIC, State of New York
 No. 01BL6301469
 Qualified in New York County
 Certificate Filed in New York County
 Commission Expires April 14, 2018

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EXHIBIT A**LEGAL DESCRIPTION****SITE #19 (6600 RIVER ROAD, HODGKINS, IL)****LEGAL DESCRIPTION****PARCEL ONE:**

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE, 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES 00 SECONDS TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 1839.03 FEET TO THE POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 160.00 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 18, 1972 AS DOCUMENT NUMBER 21980477; THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC., SAID NORTHEASTERLY LINE BEING A LINE PERPENDICULAR TO THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, A DISTANCE OF 576.87 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD 80 FEET WIDE, AS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT 21332308; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD A DISTANCE OF 160.05 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF SAID WEST BOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING, AND THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 572.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57

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FEET TO A POINT IN SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 3024.03 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 24, 1969 AS DOCUMENT NUMBER 20790107; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE (ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS) A DISTANCE OF 25.80 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 41.50 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 613.105 FEET, A DISTANCE OF 138.04 FEET TO A POINT OF REVERSE CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 594.505 FEET, A DISTANCE OF 59.04 FEET MORE OR LESS TO A POINT ON SAID HEREINABOVE DESCRIBED PARALLEL LINE WHICH POINT IS 2787.54 FEET MEASURED ALONG SAID PARALLEL LINE SOUTHWEST FROM THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTH LINE OF SECTION 22; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE (BEING 150 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK), A DISTANCE OF 367.90 FEET; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 594.50 FEET A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 176.92 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 613.10 FEET, A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, THENCE SOUTHWESTWARDLY ALONG A LINE 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK, A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH A LINE WHICH IS 275 FEET MEASURED PERPENDICULARLY NORTHEASTERLY FROM AND PARALLEL WITH SAID NORTHEASTERLY LINE OF THE PROPERTY LINE OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE SOUTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE 549.09 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD (BEING A LINE 80 FEET MEASURED PERPENDICULARLY NORTHWESTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE LANDS OF SANTA FE LAND IMPROVEMENT COMPANY) A DISTANCE OF 275.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, A DISTANCE OF 570.85 FEET TO THE POINT OF BEGINING, IN COOK COUNTY, ILLINOIS.

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PARCEL THREE:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 1999.05 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER PARCEL OF LAND; THENCE CONTINUING SOUTHWESTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 420.61 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 28 1970 AS DOCUMENT NUMBER 21144828; THENCE SOUTHWARDLY ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. (SAID SOUTHEASTERLY PROPERTY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 594.50 FEET), A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET, MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE A STRAIGHT LINE), A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 176.92 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 613.10 FEET) A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 196.63 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE A LINE 196.63 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTER LINE OF SAID WEST BOUND MAIN TRACK) A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. THENCE SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE (WHICH IS A LINE PERPENDICULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK) A DISTANCE OF 549.09 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD, 80 FEET WIDE, AS DEDICATED BY THE INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT NUMBER 21332308; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, A DISTANCE OF 8.40 FEET TO A DEFLECTION POINT IN SAID NORTHWESTERLY LINE; THENCE CONTINUING NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, DEFLECTING 1 DEGREES 15 MINUTES 37 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 741.84 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING;

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THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE A DISTANCE OF 576.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL FOUR:

ALL THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT IN SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WESTBOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 3024.03 FEET TO THE FIRST POINT OF BEGINNING OPPOSITE RAILWAY CHAINING STATION 767+86.9; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 597.64 FEET, MORE OR LESS, TO A POINT 28 FEET NORTHWESTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF A 24 FOOT WIDE ASPHALT PAVEMENT; THENCE SOUTHWESTERLY ALONG A LINE 28 FEET NORTHWESTERLY OF, NORMALLY DISTANT FROM, AND PARALLEL TO SAID CENTERLINE OF SAID PAVEMENT AND FORMING AN ANGLE OF 90 DEGREES 12 MINUTES 15 SECONDS AS MEASURED FROM NORTHWEST TO SOUTHWEST, A DISTANCE OF 402.92 FEET, MORE OR LESS, TO A POINT 33 FEET NORTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF 67TH STREET EXTENDED; THENCE NORTHWESTERLY ALONG A LINE 33 FEET NORTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF SAID STREET, AND FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 15 SECONDS AS MEASURED FROM NORTHEAST TO NORTHEAST, A DISTANT OF 598.17 FEET, MORE OF LESS TO A POINT 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RAILWAY COMPANY'S WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE, SAID RAILWAY COMPANY'S WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 90 DEGREES 04 MINUTES 30 SECONDS AS MEASURED FROM SOUTHEAST TO NORTHEAST, A DISTANCE OF 402.00 FEET, MORE OR LESS, TO THE FIRST POINT OF BEGINNING, (EXCEPTING THEREFROM A STRIP OF LAND PREVIOUSLY CONVEYED TO THE CHICAGO DISTRICT PIPELINE COMPANY BY WARRANTY DEED DOCUMENT NUMBER 16285385 DATED AUGUST 21, 1953 AND DESCRIBED AS FOLLOWS: ALL THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 341.17 FEET TO A POINT IN THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AT ITS MILE POST 14 PLUS 3140.2 FEET; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 217.11 FEET TO A POINT WHICH IS 180 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID WEST BOUND MAIN

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TRACK; THENCE SOUTHWESTERLY ON A LINE 180 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 184.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY MAKING AN ANGLE TO THE LEFT OF 89 DEGREES 55 MINUTES 32 SECONDS WITH THE LAST DESCRIBED COURSE PROLONGATED, A DISTANCE OF 371.72 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.58 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET, THENCE EASTERLY ON THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 161.24 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 105.29 FEET TO A POINT IN THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; SAID POINT BEING 472.57 FEET SOUTHWESTERLY OF THE CENTER OF SAID SECTION 22 MEASURED ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 20 MINUTES 12 SECONDS WITH THE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.60 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.24 FEET; THE TANGENT TO SAID CURVE MAKING AN ANGLE TO THE RIGHT OF 79 DEGREES 19 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 66.17 FEET, THENCE WESTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 190.85 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 371.66 FEET MORE OR LESS TO A POINT 180 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ON A LINE 180 FEET SOUTHEASTERLY OF NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENTS IN FAVOR OF PARCEL 4 FOR INGRESS AND EGRESS RESERVED IN THAT CERTAIN WARRANTY DEED DATED AUGUST 21, 1953 AND RECORDED JUNE 9, 1955 AS DOCUMENT 16285385, OVER AND UNDER THE FOLLOWING DESCRIBED PREMISES TO WIT:

ALL THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 341.17 FEET TO A POINT IN THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AT ITS MILE POST 14 PLUS 3140.2 FEET; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 217.11 FEET TO A POINT WHICH IS 180 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTERLY ON A LINE 180 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 184.64 FEET TO THE TRUE POINT OF

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BEGINNING; THENCE SOUTHEASTERLY MAKING AN ANGLE TO THE LEFT OF 89 DEGREES 55 MINUTES 32 SECONDS WITH THE LAST DESCRIBED COURSE PROLONGATED, A DISTANCE OF 371.72 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.58 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET, THENCE EASTERLY ON THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 161.24 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 105.29 FEET TO A POINT IN THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; SAID POINT BEING 472.57 FEET SOUTHWESTERLY OF THE CENTER OF SAID SECTION 22 MEASURED ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 20 MINUTES 12 SECONDS WITH THE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.60 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.24 FEET; THE TANGENT TO SAID CURVE MAKING AN ANGLE TO THE RIGHT OF 79 DEGREES 19 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 66.17 FEET; THENCE WESTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 190.85 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 371.66 FEET MORE OR LESS TO A POINT 180 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ON A LINE 180 FEET SOUTHEASTERLY OF NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.