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Doc#. 1903713085 Fee: \$64.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 02/06/2019 10:11 AM Pg: 1 of 9

WHEN RECORDED MAIL TO:

Edith Deanda 1247 Waukegan Road, Glenview, IL 60025

SEND TAX NOTICES TO:

National Association for Debt Education & Assistance 1245 Waukegan Road, Ste. 250 Glenview, IL 60025

This Assignment of Rents prepared by: Michele Gonzalez 1245 Waukegan Road, Ste. 250 Glenvlew, IL 60025

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated February 1, 2019, is made and explicited between Glenview Financial Services, Inc., an Illinois Corporation, nominee whose address is 1247 Waukegan Rd., Ste. 200. Glenview, IL 60025 (referred to below as "Lender) and National Association for Debt Education & Assistance, whose address is 1245 Waukegan Rd., Ste. 250, Glenview, IL 60025 (referred to below as "Grantor").

Assignment. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and coveys to Lender all of the Grantor's right, title, and interest in and to the Rents from the following describe Groperty located in Chicago, Illinois:

Commonly known as 317 Winnebago Street, Park Forest, IL 60466 and legally described pursuant to Exhibit A attached hereto and made a part hereof. The Property tax identification number is 31-26-407-016-0000.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and 'liabi'.tics, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor of anyone or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether rounding or otherwise, whether due to or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay Lender all amounts secured by this Assignment as they become due and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in

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Possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATION AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to its lign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assign me its. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in cone.

No Further Transfer. Grantor's rights in the Rents except as provided in the Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT REMIS. Lender shall have the right at any time, and even though no default shall have occurred under the Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lenders may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Pents; Institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and Keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to may full taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the law, of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmenta, age, rules affecting the Property.

Lease this Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in the Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purpose stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

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APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Nore interior date of expenditure until paid.

FULL PERFORMANCE if © rantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this 'assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Kerks and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. It symmet is made by the Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and the pafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason or any judgement, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstater', as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that a mount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement of compromise relating to the indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment r any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or nay Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining an preserving the Property. All such expenditures incurred or paid by Lender to the date of repayment by Grantor. All such expenditures incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among end be payable with any installment payments to become due during either (1) the term of any applicable insurance policy: or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be the civilition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor falls to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition Contained in this Assignment or in any of the Related Documents or to comply with or to perform and term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Agreement to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment, no Note, or the Related Documents is false or misleading in any material

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respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Credity: or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceedings, self-help, repossession or any other method, by any creditor or Grantor or by any governmental of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good falth rispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies of a surely bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for this dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding evens occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indeliter liness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material above change occurs in Grantor's financial condition, or Lender believes the prospect of payment of performance of the indebtedness is imported.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence if any Event of Default and ant any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law.

Accelerate Indebtedness. Lender shall have the right at it option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any repayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possess on of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender shall have all the rights provider for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor and to negotiate the same and collect the proceeds. Payments by tenints or other users to lender in response to Lender's demand shall satisfy the obligations for which the payments are mario, whether or not any proper grounds for the demand existed. Lender may exercise its rights under the subparagraph rither in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

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Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies

ASSIGNMENTS OF RENTS

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Attorneys' Fees; Expenses. If Lender institutes any sult or action to enforce any of the terns of this Assignment, Lender shall entitles to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest at the Note rate from the date of the expenditure until repaid. Expenses covered by the paragraph include, without limitation, howevers bject to any limits under applicable law, Lender's attorney's fees and Lender's legal expenses, whether or not there is a lawsult, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic slay or injunction), appeals, and any anticipated post-judgement collection services, the cost of searching rector is, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sum; provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in the Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by, construct and enforced in accordance with federal law and the laws of the Of the State of Illinois. This Assignment has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit; Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Joint and Several Liability. All obligation of the Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all Obligations in this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment with any richer interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the fortten consent of Lender.

Amendments and Interpretation. (1) What is written in this Assignment is grantors entire agreement with Lender concerning the Property. This Assignment may not be changed except by another written agreement between them. (2) If more than one person signs below, the obligations are joint and several. This means that the words "i", "me", and "my" mean each and every person or entity signing this Assignment, and that. If Lender brings a lawsuit, Lender may sue any one or more of the signatories. Grantor also understands Lender need not sue Borrower first, and that borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this assignment. (4) Grantor agrees that this assignment is the best evidence its agreements with Lender

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and

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Grantor, shall constitute a waiver of any of Lender's right or of any of Grantor's obligation as to nay future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required an in all cases such consent may be granted or withheld in the sole discretion of Lender.

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Notices. Any notice required to be given under this Assignment shall be given in writing and shall be effective when actually delivered, when actually received by tele facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mall postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other partier, soe cifying that the purpose of the notice is to change the part's address. For notice purposes, Grantor agrees to keep Lerider informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. The various agencies and powers of attorney conveyed to Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent Parisaliction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegally, invalidity, or unenforceability of any provision of this Assignment and not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the inuebtedress by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liab lity under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Grantor thereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.

WAIVER OF RIGHT OF REDEMPTION NOT WITH STANDING ANY OF THE PROVISIONS TO THE CONTRARY CO'. IF INED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY CPSTR OR JUDGEMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT CONGMENT CREDITORS OR GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United Stated of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code.

Assignment. The word "Assignment" means this Assignment of Rents, as the Assignment of Rents may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Rents from time to time.

Borrower. The word "Borrower" means National Association for Debt Education & Assistance.

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Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means National Association for Debt Education & Assistance.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The vierd "Indebtedness" means all principal, interest, and other amounts, costs and expense payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Mote or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means G enview Financial Services, Inc., its successors and assigns.

Note. The word "Note" means the promissory note dated February 1, 2019, In the original principal amount of \$60,000.00 from Grantor to Lender, together vain all renewals of, extensions of, modifications of, refinancing's of, consolidation of, and substitutions for the promissory note or agreement. The interest rate on the Note is a fixed interest rate; which includes a default interest rate. Stanfor's first payment is due March 1, 2019, and all subsequent payments are due on the same day of each month after that Grantor's final payment will be due on February 1, 2021, and will be for all principal and all accrued interest not; et paid. Payments include interest only. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable

Property. The word "Property" means all of Grantors right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The word "Related Documents" mean all promissory notes, c.e. it agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and ander any and all present and future lease, including, without limitation, all rents, revenue, income, issues, royalties, by mises, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, weather due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

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THE UNDERSIGNED ACKNOWLEDGES HAVING REXECUTED ON FEBRUARY 1, 2019.	READ ALL THE PROVISIONS OF THE ASSIGNMENT. THIS DOCUMENT IS
GRANTOR NATIONAL ASSOCIATION for DEBT E	DUCATION & ASSISTANCE
* out	
Joseph B. Miles Chairman	
Ox	
INC IVIDU	JAL ACKNOWLEDGEMENT
STATE OF ILLIANS 15	7
COUNTY OF) ss
known to be the individuals described and in ar they signed the Assignment as their free and vo	Public, personally, appeared <u>Soffee & Mills</u> , to me and who executed the Assignment of Rents, and acknowledged that columbary act and deed, for the vises and purposes therein mentioned.
Given under my hand and official seal this	day of FEBRUAY, 20 19.
By CHRISTIAN PAPPAS Resid	ding at 1849 W CHYLES.
Notary Public in and for the State of	IN OLS
My commission expires <u>AUGUST</u> 2	0, 2019.
thony	
CHRISTINA PAPP OFFICIAL SEA Notary Public, State of My Commission (2 August 20 201	AL Official Apriles

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EXHIBIT "A"

Legal Description

LOT 16 IN BLOCK 17 IN VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF COMMONWEALTH EDISON COMPANY'S RIGHT OF WAY AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, LYING SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT OF WAY, ALSO PART OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

