# **UNOFFICIAL C**

### This document prepared by and after recording return to:

Quarles & Brady LLP 300 North LaSalle Street, Suite 4000 Chicago, Illinois 60654 Attn: Mary Ann Murray, Esq.

Property Address:

16548 New Avenue, Lemont, Illinois 60439 16572 New Avenue, Lemont, Illinois 60439

Property Index No.:

22-30-101-036-0000 22-30-101-037-0000

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Doc# 2003716105 Fee ≇88.00

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EDUARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/05/2020 02:02 PM PG: 1 OF 11

### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of September 27, 2019 by and from J.P. MCMAHON PROPERTIES, LLC, an Illinois limited liability company (the "Assignor"), to and for the benefit of BUSEY BANK, an Illinois state banking corporation, its successors and assigns ("Lender").

#### **RECITALS:**

- Assignor is, or, as of the date hereof, will be the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A attached hereto (the "Property").
- Pursuant to that certain Construction Loan and Security Agreement (together with all renewals, amendments, modifications, increases and extensions thereof, the "Loan Agreement") dated as of even date herewith between Assignor, J.P. MCMAHON PETRO-CHEM TRANSPORT GROUP LLC, an Illinois limited liability company ("Petro-Chem"), J.P. MCMAHON LEASING, LLC, an Illinois limited liability company ("Leasing" and, together with Assignor and Petro-Chem, the "Borrowers" and each individually a "Borrower") and the Lender, the Lender has agreed to make a loan to Borrower in the maximum principal amount of Four Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$4,950,000.00) (the "Loan"). The Loan is evidenced in part by certain Promissory Notes dated as of even date herewith in the aggregate maximum principal amount of Four Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$4,950,000.00) from Borrower to the order of the Lender (as amended, modified and restated from time to time, the "Note"). Capitalized terms used and not specifically defined herein shall bear the same meaning as in the Loan Agreement.



- C. The Loan is secured by that certain: (i) Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of even date herewith from Assignor to Lender (as amended, modified and restated from time to time, the "Mortgage"), which Mortgage encumbers the real property and all improvements described therein, (ii) that certain Environmental Indemnity Agreement dated as of even date herewith from Borrower and Guarantor (as defined in the Loan Agreement) to Lender (as amended, modified and restated from time to time, the "Indemnity Agreement"); and (iii) certain other loan documents (the Loan Agreement, the Notes, the Mortgage, the Indemnity Agreement, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").
- D. Assignor is required as a condition to the making of the Loan to transfer and assign to the Londer, all of Assignor's right, title and interest in, to and under the Leases and Rents (as defined below).

#### AGREEMENT:

**NOW**, **THEREFOR** *e*: an inducement to the Lenders to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby represents, warrants, covenants and agrees as follows:

1. <u>Definitions</u>. As used herein, the following terms shall have the following meanings:

"Event of Default" means an Event of Default, as defined in the Loan Agreement.

"Leases" means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

"<u>Lessees</u>" means the lessees under the Leases or any subtenants or occupants of the Property.

"Obligations" means, collectively, the obligations of Assignor under the Loan Agreement, the Notes, the Mortgage, this Assignment, and the other Loan Documents, together with any extensions, modifications, renewals or refinancings of any of the foregoing.

"Rents" means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

2. <u>Assignment</u>. Subject to the License set forth in <u>Section 3</u>, as security for the payment and performance of the Obligations, Assignor hereby absolutely and unconditionally transfers, sets over and assigns to Lender, all present and future right, title and interest of

Assignor in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Assignor under any of the Leases and all other rights and interests of Assignor under or in respect of any of the Leases. Subject to the License set forth in Section 3, this Assignment is intended to be and is an absolute present assignment from Assignor to Lender, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

- 3. <u>License</u>. Except as hereinafter set forth, Assignor shall have a license to collect the Rents accruing under the Leases as they become due (the "<u>License</u>"), but not more than thirty (30) days in advance, and to enforce the Leases. The License shall automatically be revoked, at Lender's option, upon the occurrence of an Event of Default and such license shall be automatically reinstated once such Event of Default is cured or waived in writing by Lender. Assignor covenar is and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations.
- 4. Representations and Warranties. Assignor hereby represents and warrants to the Lender that: (a) Assignor is the absolute owner of the entire lessor's interest in the Leases, with absolute right and title to assign the Leases and the Rents due thereunder; (b) the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party other than Operator has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Assignor's knowledge, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder; (e) to Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (f) no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Assignor has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance except for security or similar deposits; and (h) all work required to be performed by Assignor, as landlord, as of the date nereof under any Lease has been completed in accordance with the provisions of the Lease.

#### 5. Covenants of Assignor.

- 5.1 New Leases and Lease Terminations and Modifications. Except is expressly permitted pursuant to the terms of the Loan Agreement, Assignor shall not enter into, cancel, surrender or terminate (except as a result of a material default by the Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by and Lessee or any subletting, without the prior written consent of Lender. Any attempt to do any of the foregoing without the prior written consent of Lender (if such consent is required) shall be null and void;
- 5.2 <u>Performance under Leases</u>. Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to which it is a party to be

observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. With respect to any Lease to which it is a party, Assignor shall not (i) release the liability of any Lessee or any guaranty thereof, (ii) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any Lessee's claim of a total or partial eviction, (iv) consent to a termination or cancellation, except as specifically provided above, or (v) enter into any oral leases with respect to all or any portion of the Property;

- 5.3 <u>Collection of Rents</u>. Assignor shall not collect any of the Rents, issues, income or profits assigned hereunder more than one (1) month in advance of the time when the same shall become due, except for security or similar deposits;
- 5.4 <u>Further Assignment</u>. Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all Rents, except as specifically permitted by the Lorn Documents;
- 5.5 <u>Lease Guaranty</u>. Assignor shall not alter, modify or change the terms of any guaranty of any Lease to which it is a party, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;
- 5.6 <u>Waive Rental Payments</u> Assignor shall not waive or excuse the obligation to pay rent under any Lease to which it is a party.
- 5.7 <u>Defending Actions</u>. Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising order, relating to or in any manner connected with any Lease to which it is a party or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all costs and expenses of Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Lender may appear;
- 5.8 <u>Enforcement</u>. Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to which it is a party to be observed and performed by the Lessees and guarantors thereunder;
- 5.9 <u>Notice</u>. Assignor shall immediately notify Lender of any material breach by a Lessee or a guarantor under any Lease to which it is a party; and
- 5.10 <u>Subordination</u>. Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent.
- 6. <u>Cancellation of Lease</u>. In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to the Lender, and if an Event of Default has occurred, shall be applied, at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion or shall be held in trust by Lender, as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Assignor may use and apply such termination payments to expenses of the Property.

Default, and if a Lessee under a Lease to which it is a party files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Lender, shall have, and is hereby assigned by Assignor, all of the rights which would otherwise inure to the benefit of Assignor in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of any such Lease. Unless otherwise consented to by Lender in writing, Lender's exercise of any of the rights provided herein shall preclude Assignor from the pursuit and benefit thereof without any further action or proceeding of any nature. Lender, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

#### 8. Default of Assignor.

- Remedies Upon the occurrence of an Event of Default, Assignor's License to 8.1 collect Rents shall immediately cease and terminate. Lender, shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Lender, shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Assignor shall also pay to Lender, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Assignor pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender, will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Lender shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.
- 8.2 Notice to Lessee. Assignor hereby irrevocably authorizes each Lessee, upon demand and notice from Lender of the occurrence of an Event of Default, to pay at! Rents under the Leases to Lender. Assignor agrees that each Lessee shall have the right to rely upon any notice from Lender directing such Lessee to pay all Rents to Lender, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to Lender.
- 8.3 <u>Assignment of Defaulting Assignor's Interest in Lease</u>. Lender shall have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Assignor for the Rents thereafter accruing.

- 8.4 <u>No Waiver</u>. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Loan Agreement, the Note, the Mortgage and any of the other Loan Documents. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.
- 8.5 <u>Costs and Expenses</u>. The cost and expenses (including any receiver's fees and fees) incurred by Lender pursuant to the powers contained in this Assignment shall be immediately reimbursed by Assignor to Lender on demand, shall be secured hereby and, if not paid by Assignor, shall bear interest from the date due at the Default Rate. Lender shall not be liable to account to Assignor for any action taken pursuant hereto, other than to account for any Rents actually received by Lender.
- Indensification of Lender. Assignor hereby agrees to indemnify, defend, protect and hold Lender parmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorneys' fees, but expressly excluding consequential, indirect or punitive damages) that Lender may or might incur under the Leases or by reason of this Assignment, except to the extent that such liability, loss, cost, expense or damage (including reasonable attorney fees) (1) is caused solely by the gross negligence, bad faith, fraud or willful misconduct of Lender as determined by a judgment of a court of competent jurisdiction and/or (2) results solely from actions arising after Lender and/or anyone claiming by, through or under any of the foregoing (a "Successor Party") take after any such parties have taken title to, or exclusive possession of the Property (as evidenced by a court order appointing a receiver on behalf of Lender for the Property and/or a court order appointing Lender as mortgagee in possession) (the "Transfer Date"), provided that, in both cases, such matters did not arise from or accumulate with any condition of the Property, which condition was not caused by Lender and/or a Successor Party and which existed as of Transfer Date. Such indemnification shall also cover any and all claims and demands that may be asserted against Lender under the Leases or this Assignment. Nothing in this section shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken possession of the Property. Any loss or liability incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be immediately reimbursed by Assignor, except to the extent the same is caused by Lender's actions or inaction. Such reimbursement shall include interest at the Default Rate, costs, expenses and reasonable attorney fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.
- 10. Additions to, Changes in and Replacement of Obligations. Lender may take security in addition to the security already given to the Lenders for the payment of the

Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

- 11. Power of Attorney. In furtherance of the purposes of this Assignment, Assignor hereby appoints Lender, as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of Lender at any time after the occurrence of and during the continuation of an Event of Default and until such Event of Default is no longer continuing, and in the name of Assignor of Lender, to (a) collect, demand and receive the Rents and other amounts payable under any Lease (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Assignment.
- No Mortgagee in Possession; No Other Liability. The acceptance by Lender of this Assignment, with all of the rights, cover, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to: (a) constitute Lender and/or any Lender as a mortgagee in possession nor place any responsibility upon Lender and/or any Lender for the care, corarol, management or repair of the Property, nor shall it operate to make Lender and/or any Lender esponsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Lender and/or any Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Lender and/or any Lender to take any action hereur jer, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Lender and/or any Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Lender. Neither Lender nor any Lender shall be liable in any way for any injury or damage to person or property sustained by any person in or about the Property, except to the extent such injury or damage (1) is caused by the gross negligence, bad faith, fraud or willful misconduct of Lender and/or the Lenders as determined by a judgment of a court of competent jurisdiction and/or (2) results solely from actions arising after the Transfer Date, provided that, in both cases, such matters did not arise from or accumulate with any condition of the Property, which condition was not caused by Lender and/or the Lenders and which existed as of Transfer Date.
- 13. <u>Termination of Assignment</u>. Lender shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part, and shall, upon the request of, and at the cost of, Assignor, execute and deliver a written release evidencing such termination; provided, that, this Assignment shall automatically terminate, to the extent the Mortgage is released, in the absence of such written release.

#### 14. Miscellaneous.

- 14.1 <u>Severability</u>. If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.
- 14.2 <u>Captions</u>. The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.
- 14.3 <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one insurament. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.
- 14.4 <u>Notices</u>. All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.
- 14.5 <u>Modification</u>. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Lender's prior written consent.
- 14.6 Successors and Assigns; Gender: Joint and Several Liability. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Notes and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Assignor In this Assignment, whenever the context so requires, the masculine gender shall include the faminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.
- 14.7 <u>Expenses</u>. Assignor shall pay on demand all reasonable costs and expenses incurred by Lender in connection with the review of Leases, including reasonable fees and expenses of Lender's outside counsel.

### 15. Governing Law.

- 15.1 <u>Substantial Relationship</u>. The parties agree that the State of Illinois has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.
- 15.2 <u>Place of Delivery</u>. Assignor agrees to furnish to Lender at Lender's office in Chicago, Illinois all further instruments, certifications and documents to be furnished hereunder, if any.

- 15.3 <u>Governing Law</u>. This Assignment and the obligations of Assignor hereunder that affect the Property shall be governed by and interpreted and determined in accordance with the laws of the State of Illinois.
- 16. <u>WAIVER OF JURY TRIAL</u>. ASSIGNOR BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNOR, LENDER AND/OR THE LENDERS ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENTS, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND LENDER AND/OR THE LENDERS. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE LENDERS TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.
- 17. <u>Limitation on Liability</u>. The terms and provisions of Section 11.26 of the Loan Agreement are hereby incorporated herein as if set forth in full.

[Signature page follows]

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

#### **ASSIGNOR**:

J.P. MCMAHON PROPERTIES, LLC, an Illinois limited liability company

By:

Name: James P. McMahon

Title: President

STATE OF ILLINOIS

COUNTY OF COOK

SS.

On this 27 day of September, 2019, before me, the undersigned notary public, personally appeared James P. McManon, the President of J.P. McMahon Properties, LLC, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

(Official signature and seal of notary)

MY COMMISSION EXPIRES: 3/18/2020

OFFICIAL SEAL
Sherrie L. Austin
Notary Public, State of Illinois
My Commission Expires March 18, 2020

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# **UNOFFICIAL COPY**

#### **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

#### PARCEL 1:

LOT 29 IN COUNTY CLERK'S DIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 29 AND THE SOUTH LINE OF NEW AVENUE; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID NEW AVENUE 230.46 FEET TO THEE INTERSECTION OF A LINE THAT 1S 200.0 FEET EAST OF PARALLEL TO THE WEST LINE OF SAID LOT 29; THENCE SOUTH ALONG SAID PARALLEL LINE 310.0 FEET; THENCE SOUTHWESTERLY 207.30 FEET TO A POINT ON THE WEST LINE OF SAID LOT 29 THAT IS 250.0 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTH 250.00 FEET TO THE POINT CF BEGINNING.

Address: 16548 New Avenue, Lersont, Illinois 60439

Property Index Number: 22-30-101-035-9000

#### PARCEL 2:

THAT PART OF LOT 29 IN THE COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 29 AND THE SOUTH LINE OF NEW AVENUE; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAIL NEW AVENUE 230.46 FEET TO THE INTERSECTION OF A LINE THAT IS 200.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 29; THENCE SOUTH ALONG SAID PARALLEL LINE 310.0 FEET; THENCE SOUTHWESTERLY 207.30 FEET TO A POINT ON THE WEST LINE OF SAID LOT 29 THAT IS 250.0 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 250.0 FEET ALONG THE WEST LINE OF SAID LOT 25 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 16572 New Avenue, Lemont, IL 60439

Property Index Number: 22-30-101-037-0000