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Doc# 2229822036 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/25/2022 02:38 PM PG: 1 OF 11

Property of Cook County Office

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made on October 14, 2022, between HARVEST BIBLE CHAPEL, an Illinois Nonprofit Corporation, whose address is 1000 N RANDALL RD, ELGIN, Illinois 60123-7895 ("Assignor") and the assignee, Christian Financial Resources, Inc., whose address is 1485 International Parkway, #3001, Lake Mary, Florida 32746 ("Lender"), which is organized and existing under the laws of the State of Florida. Assignor, in consideration of loans extended by Lender up to a maximum principal amount of Twenty-three Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$23,750,000.00) and for other valuable consideration, the receipt of which is acknowledged, hereby grants, transfers, assigns, and sets over to Lender all right, title and interest in and to (a) all leases, rental agreements, use agreements, and any other contracts, agreements, arrangements, or understandings, whether oral or written, whether now existing or hereafter entered into, for any lease, occupancy, renting, or other use arising from or relating to all or any part of the Property; (b) any and all extensions, renewals, modifications, and amendments thereto or thereof; (c) any guaranties for the payment and/or performance thereof; and (d) any and all rights, benefits, payments, products, and proceeds therefrom, including without limitation, Assignor's right to enforce any and all rights thereunder and receive and collect any payments or amounts owing therefrom (singularly referred to as a "Lease" and collectively referred to as the "Leases"); and rents, issues, profits, privileges revenue, income, royalties, cash, accounts receivable, security deposits, advance rentals, and any other benefit, amounts, payments, or proceeds, due and to become due under the Leases (the "Rents") arising from or relating to all or any part of the following described real property:

Address: 1000 N. RANDALL ROAD, ELGIN, IL 60123, 935 N. DEARBORN STREET, CHICAGO, IL 60610, 800 ROHLWING ROAD, ROLLING MEADOWS, IL 60008, 580 TRACY TRAIL, CRYSTAL LAKE, Illinois 60014

Legal Description: SEE EXHIBIT A

Parcel ID/Sidwell Number: 06-08-200-024, 17-04-435-026-0000, 02-04-301-006-0000, 19-04-476-018

("Property") which secures the following:

- Loan evidenced by a promissory note dated October 14, 2022 with a principal amount of \$23,750,000.00

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases



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and rents and any other documents or agreements executed in connection with this Assignment whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Assignment by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Assignment secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from HARVEST BIBLE CHAPEL to Christian Financial Resources, Inc., howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Assignment and all Related Documents (hereinafter all referred to as the "Indebtedness").

OBLIGATIONS OF ASSIGNOR. Assignor shall provide true and accurate copies of any or all Leases, as well as any such other documents or information as may be requested by Lender. Assignor shall operate and perform its obligations under the Leases consistent with the terms and provisions of this Assignment and shall not take or fail to take such actions which may result in a default or termination of the Leases or otherwise reduce, impair, or diminish the value of any Lease or the Rents thereunder. Assignor shall notify Lender immediately in writing upon any default, cancellation, termination, or any other notices received or provided in accordance with the terms of any Lease. So long as the Indebtedness remains unpaid, Assignor shall not, without the written consent of Lender: (a) cancel any Leases; (b) accept the surrender of any Leases; (c) modify or alter any Leases in any way, either orally or in writing; (d) reduce the rent set forth in any Leases; (e) consent to the assignment of any lessee's interest under any Leases, or to any subletting thereunder; or (f) make any other assignment, pledge, encumbrance, or any other disposition of any Leases, or of the Rents. Any of the above acts, if done without the written consent of Lender shall be null and void, and shall constitute a default under the Assignment and the Related Documents. Upon request by Lender, Assignor will notify any lessees, sublessees, or other obligors under the Leases in writing, in such form and substance as Lender deems acceptable, of the assignment of the obligations under the Leases to Lender. Should Assignor fail to provide such notices, Lender may send or forward any such notices, either in Lender's name or in Assignor's name, to any or all lessees, sublessees, or obligors under the Leases.

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) Assignor is, and for the duration of this Assignment, will continue to be the legal and beneficial owner of the Leases and Rents; (b) there are currently no leases, subleases or agreements to lease or sublease all of or any part of the Property other than any existing leases, subleases or agreements to lease or sublease all of or any part of the Property, which Assignor has disclosed in writing to Lender (c) the Leases are valid and enforceable and no default exists under the Leases; (d) Assignor is entitled to receive all the Rents and to enjoy all the Rents and benefits mentioned herein and assigned hereby; (e) said Rents have not been sold, assigned, transferred, or set over by any instrument now in force and shall not at any time during the life of this Assignment be sold, assigned, transferred, or set over by Assignor, or any other person taking under or through Assignor except as pursuant to this Assignment, and (f) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Lender the rights, interests, powers, and authorities herein granted and conferred.

NO LIABILITY OF LENDER. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by any reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender 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. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any



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negligence in the management, upkeep, repair, or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger. Assignor's obligations and liabilities pursuant to this provision shall survive the cancellation of this Assignment and shall survive Lender's exercise of any of its rights and remedies provided for under this Assignment or otherwise provided by law.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Lender agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the Rents hereby assigned, but shall permit Assignor to collect all such Rents from the Property and the Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Assignment or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Assignor or any person obligated on the Indebtedness;
- (d) If there is entered against Assignor, or any person or entity obligated on the Indebtedness, a judgment which materially affects the business or financial condition of such party, or materially affects the Property or the Leases and Rents, or if a tax lien, writ of attachment, garnishment, execution, or similar item is or will be issued against the Property, and which remains unpaid, unstayed on appeal, undischarged, unbonded, or undischarged for sixty (60) days;
- (e) Any assignment by Assignor for the benefit of Assignor's creditors;
- (f) Lender has a good-faith belief that Lender's rights in the Property or the Leases and Rents are or will soon be impaired;
- (g) A material adverse change occurs in the financial condition, ownership, or management of Assignor or any person obligated on the Indebtedness; or
- (h) A material adverse change occurs in Assignor's financial condition as evidenced by Assignor not satisfying the Loan Payment Reserve.

REMEDIES. Upon the occurrence of an Event of Default under this Assignment, the Indebtedness or the Related Documents, Lender may declare all sums secured hereby immediately due and payable and may, at Lender's option, without notice, either in Lender's person or by agent and with or without bringing any action or proceeding, or by any receiver appointed by the court, enter upon, take possession of and manage and operate the Property, and each and every part thereof, and in connection therewith, Lender may make, enforce, and modify any of the Leases; fix or modify Rents; repair, maintain and improve the Property; employ contractors, subcontractors, and workmen in and about the Property; obtain and evict tenants; in its own name, sue for and otherwise collect or reserve any and all Rents, including those past due and unpaid; employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Lender's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Lender may deem necessary and appropriate in and about the Property for the protection thereof and of Lender's rights hereunder and under the Related Documents, and any and all amounts expended by Lender in connection with the foregoing shall constitute additional Indebtedness secured hereby to the extent permitted by law. Lender shall apply any moneys collected, as aforesaid, less costs and expenses incurred, upon any Indebtedness secured hereby in such order and manner as Lender may determine and to the extent permitted by law.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any



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promise, obligation, or covenant contained in this Assignment. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently. This Assignment is continuing, irrevocable, and shall remain in full force and effect until such time as Lender executes a written cancellation of this Assignment.

NOTICES. Unless otherwise required by applicable law or provided under this Assignment, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. To the extent permitted by law, Assignor waives notice of Lender's acceptance of this Assignment, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE LENDER EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

PAYMENT OF RENTS TO LENDER. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Lender without investigation as to the reason for any action taken by Lender or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Lender, of any amounts to be paid to Lender. Lender's sole signature shall be sufficient for the exercise of any right under this Assignment and Lender's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Lender.

ASSIGNABILITY. Lender may assign or otherwise transfer this Assignment or any of Lender's rights under this Assignment without notice to Assignor. Assignor may not assign this Assignment or any part of the Assignment without the express written consent of Lender.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Assignment shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Assignor and the Lender.

ENTIRE AGREEMENT This Assignment, along with any of the Related Documents, encompasses the entire agreement of the parties and supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Assignment. This Assignment cannot be modified except by a writing executed by those parties burdened by the modification.

SEVERABILITY. If any term is illegal, invalid, or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for the general convenience of the parties in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading.



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SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Assignor agrees to pay all of Lender's costs, fees, and expenses arising out of or related to the enforcement of this Assignment or the relationship between the parties. Included in the fees that Lender may recover from Assignor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All costs and expenses Lender is entitled to recover shall accrue interest at the highest rate set forth in any of the Related Documents.

GOVERNING LAW. This Assignment will be governed by the laws of the State of Illinois including all proceedings arising from this Assignment.

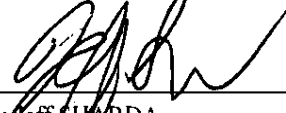
COUNTERPARTS. This Assignment may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Assignment.

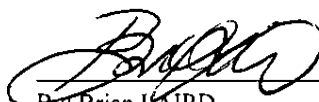
WAIVER OF JURY TRIAL. All parties to this Assignment hereby knowingly and voluntarily waive to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Assignment or any other instrument, document or agreement executed or delivered in connection with this Assignment or the Related Documents.

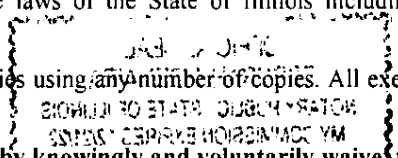
ORAL AGREEMENTS DISCLAIMER. This assignment represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Assignment, Assignor acknowledges reading, understanding, and agreeing to all its provisions.

HARVEST BIBLE CHAPEL


By: Jeff SHARDA
Its: CFO
Date: 10/14/22


By: Brian LAIRD
Its: Chairman/Elder/Director
Date: Oct-14-2022



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BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF McHenry

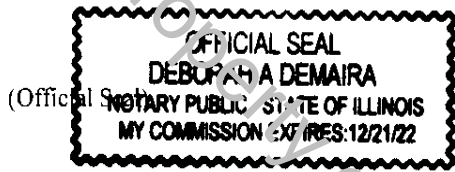
The foregoing instrument was acknowledged before me by means of physical presence this ~~14th~~ 14th day of ~~October~~ October 2022 by Brian LAIRD, Chairman/Elder/Director and Jeff SHARDA, CFO on behalf of HARVEST BIBLE CHAPEL, an Illinois Nonprofit Corporation, who are personally known to me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 12/21/22

Deborah A Demaira
Notary Name Deborah A Demaira

Identification Number: 624459



Office of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:
Christian Financial Resources Inc.
Catherine Casavant
LSR
1485 International Parkway, Suite 3001
Lake Mary, FL 32746

AFTER RECORDING RETURN TO:
Christian Financial Resources, Inc.
1485 International Parkway, #3001
Lake Mary FL 32746



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EXHIBIT A

TRACT 1:

PARCEL 1:

THAT PART OF SECTIONS 5, 8 AND 9, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 89 DEGREES 41 MINUTES 46 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 1134.97 FEET (RECORD BEING 1139.38 FEET); THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST, ALONG A LINE THAT IS EXTENDED SOUTHERLY WOULD INTERSECT THE SOUTH LINE OF SAID SECTION 8 AT A POINT THAT IS 1067.26 FEET (RECORD BEING 1065.24 FEET) WESTERLY OF, AS MEASURED ALONG SAID SOUTH LINE, THE SOUTHEAST CORNER OF SAID SECTION 8, (THIS LINE HEREAFTER REFERRED TO AS "LINE A"), A DISTANCE OF 33.31 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 33 MINUTES 25 SECONDS WEST, A DISTANCE OF 443.94 FEET TO A POINT DESCRIBED AS FOLLOWS: COMMENCING AT THE AFORESAID POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST, ALONG SAID "LINE A", A DISTANCE OF 336.69 FEET; THENCE NORTH 49 DEGREES 44 MINUTES 45 SECONDS WEST, A DISTANCE OF 410.00 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 15 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 49 DEGREES 44 MINUTES 45 SECONDS WEST, A DISTANCE OF 200.00 FEET FOR SAID POINT; THENCE SOUTH 06 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.34 FEET TO THE NORTHEAST CORNER OF HIGHLAND GLEN SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP AND RANGE AFORESAID; SAID POINT BEING 440.00 FEET WESTERLY OF "LINE A", AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST, PARALLEL WITH SAID "LINE A" AND BEING ALONG THE EAST LINE OF SAID HIGHLAND GLEN SUBDIVISION UNIT NO. 2 A DISTANCE OF 884.95 FEET TO THE SOUTHEAST CORNER OF LOT 51 OF SAID HIGHLAND GLEN SUBDIVISION UNIT NO. 2; THENCE SOUTH 89 DEGREES 57 MINUTES 10 SECONDS EAST, A DISTANCE OF 407.00 FEET TO A POINT ON A LINE THAT IS 33.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID "LINE A"; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 386.51 FEET TO A POINT THAT IS 1400.00 FEET, AS MEASURED ALONG SAID LINE, NORTHERLY OF THE CENTER LINE OF HIGHLAND AVENUE ROAD AS PLATTED ON WEST HIGHLAND ACRES, BEING A SUBDIVISION OF PART OF SAID SECTION 8, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 74 DEGREES 42 MINUTES 18 SECONDS EAST, A DISTANCE OF 764.00 FEET; THENCE SOUTH 08 DEGREES 35 MINUTES 29 SECONDS WEST, A DISTANCE OF 1219.57 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 THAT IS 586.10 FEET, AS MEASURED ALONG SAID SOUTH LINE, WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 89 DEGREES 32 MINUTES 11 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 576.99 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF RANDALL ROAD, AS MONUMENTED; THENCE NORTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2361.83 FEET, AN ARC DISTANCE OF 380.11 FEET; THENCE NORTH 22 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 133.22 FEET; THENCE NORTHEASTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15,556.13 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 1135.71 FEET; THENCE NORTH 18 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 757.46 FEET TO A POINT ON A LINE THAT BEGINS AT THE NORTHEAST CORNER OF LOT 1 OF OAK CREEK, BEING A SUBDIVISION OF PART OF SAID SECTIONS 8 AND 9, TOWNSHIP AND RANGE AFORESAID, AND ENDS AT A POINT ON THE OLD WESTERLY RIGHT OF WAY LINE OF RANDALL ROAD THAT IS 352.95 FEET NORTHERLY OF, AS MEASURED ALONG SAID OLD WESTERLY RIGHT OF WAY LINE, THE INTERSECTION OF SAID OLD WESTERLY

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RIGHT OF WAY LINE AND THE NORTHERLY LINE OF FLETCHER DRIVE AS PLATTED ON SAID OAK CREEK; THENCE NORTH 79 DEGREES 26 MINUTES 15 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 307.61 FEET TO THE SAID NORTHEAST CORNER OF LOT 1 IN SAID OAK CREEK; THENCE NORTH 88 DEGREES 19 MINUTES 50 SECONDS WEST, ALONG THE NORTH LINES OF LOTS 1 AND 2 IN OAK CREEK, A DISTANCE OF 490.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 37 DEGREES 36 MINUTES 29 SECONDS WEST, A DISTANCE OF 394.75 FEET; THENCE SOUTH 57 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 180.00 FEET; THENCE NORTH 82 DEGREES 54 MINUTES 41 SECONDS WEST, A DISTANCE OF 737.18 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM A 15 FOOT WIDE STRIP OF LAND IN PART OF SECTIONS 8 AND 9 TOWNSHIP 41 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHWESTERLY OF AND ADJACENT TO THE NORTHWESTERLY RIGHT OF WAY LINE OF RANDALL ROAD, AS MONUMENTED AND LYING NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 8 AND SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF OAK CREEK, BEING A SUBDIVISION OF PART OF AFORESAID SECTION 8 AND 9 AND ENDS AT A POINT ON THE OLD WESTERLY RIGHT OF WAY OF RANDALL ROAD THAT IS 352.95 FEET NORTHERLY OF, AS MEASURED ALONG SAID OLD WESTERLY RIGHT OF WAY LINE, THE INTERSECTION OF SAID OLD WESTERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF FLETCHER DRIVE AS PLOTTED ON SAID OAK CREEK, BEING SITUATED IN ELGIN TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR UTILITIES, INGRESS AND EGRESS AS RESERVED IN DEED RECORDED JANUARY 15, 1985 AS DOCUMENT 1708349 MADE BY CLARENCE D. DURNIDGE AND OTHERS TO THE WESTMINSTER PRESBYTERIAN CHURCH FOR THE BENEFIT OF PARCEL 1, AN EASEMENT FOR STREET, ROADWAY AND UTILITIES PURPOSES OVER, ACROSS, THROUGH AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

THAT OF THE EAST HALF OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID SECTION 8; THENCE NORTH 89 DEGREES, 41 MINUTES, 46 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 1134.97 FEET (RECORD BEING 1139.38 FEET); THENCE SOUTH 00 DEGREES, 02 MINUTES, 50 SECONDS WEST, ALONG A LINE THAT IF EXTENDED SOUTHERLY WOULD INTERSECT THE SOUTH LINE OF SAID SECTION 8 AT A POINT THAT IS 1067.26 FEET (RECORD BEING 1065.24 FEET), WESTERLY OF, AS MEASURED ALONG SAID SOUTH LINE, THE SOUTHEAST CORNER OF SAID SECTION 8, (THIS LINE HEREAFTER REFERRED TO AS "LINE A"), A DISTANCE OF 370.00 FEET; THENCE NORTH 49 DEGREES, 44 MINUTES, 45 SECONDS WEST, A DISTANCE OF 410.00 FEET; THENCE NORTH 40 DEGREES, 15 MINUTES, 15 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 49 DEGREES, 44 MINUTES, 45 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 18 DEGREES, 15 MINUTES, 15 SECONDS EAST, A DISTANCE OF 360.00 FEET; THENCE NORTH 78 DEGREES, 44 MINUTES, 45 SECONDS WEST, A DISTANCE OF 310.00 FEET; THENCE SOUTH 34 DEGREES, 15 MINUTES, 15 SECONDS WEST, A DISTANCE OF 310.00 FEET; THENCE SOUTH 0 DEGREES, 18 MINUTES, 14 SECONDS WEST, A DISTANCE OF 204.24 FEET TO THE SOUTH LINE OF THE SOUTH EAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 89 DEGREES, 41 MINUTES, 46 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 360.40 FEET TO A POINT THAT IS 440.00 FEET WESTERLY OF "LINE A", AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 5; THENCE SOUTH 00 DEGREES, 02 MINUTES, 50 SECONDS WEST, PARALLEL WITH SAID "LINE A", A DISTANCE OF 884.95 FEET; THENCE SOUTH 89 DEGREES, 57 MINUTES, 10 SECONDS EAST, A DISTANCE OF 407.00 FEET TO A POINT ON A LINE THAT IS 33.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID "LINE A"; THENCE SOUTH 00 DEGREES, 02 MINUTES, 50 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 386.51 FEET TO A POINT (THIS POINT HEREAFTER REFERRED TO AS POINT "B"); THENCE CONTINUING SOUTH 00 DEGREES, 02 MINUTES, 50 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1400.00 FEET TO THE CENTER LINE OF HIGHLAND AVENUE ROAD AS PLATTED ON WEST HIGHLAND ACRES, BEING A SUBDIVISION OF PART OF SAID SECTION 8; THENCE SOUTH 44 DEGREES, 19 MINUTES, 17 SECONDS EAST, ALONG SAID CENTER LINE, A DISTANCE OF 47.19 FEET; THENCE SOUTH 44 DEGREES, 36 MINUTES, 23 SECONDS EAST, ALONG THE CENTER LINE OF HIGHLAND AVENUE ROAD AS PLATTED ON THE THIRD ADDITION TO ALMORA HEIGHTS, BEING A SUBDIVISION OF

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PART OF SECTIONS 8 AND 17, TOWNSHIP AND RANGE AFORESAID, A DISTANCE OF 311.25 FEET; THENCE SOUTHEASTERLY, ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 8040.94 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 147.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY, ALONG SAID CURVE AND CENTER LINE, A DISTANCE OF 163.03 FEET TO A POINT THAT IS 471.64 FEET, AS MEASURED ALONG A LINE THAT BEARS SOUTH 09 DEGREES, 53 MINUTES, 43 SECONDS WEST, FROM A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 THAT IS 586.10 FEET WESTERLY OF, AS MEASURED ALONG SAID SOUTH LINE, THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 09 DEGREES, 53 MINUTES, 43 SECONDS EAST, A DISTANCE OF 471.64 FEET TO SAID POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE NORTH 08 DEGREES, 39 MINUTES, 29 SECONDS EAST, A DISTANCE OF 250.00 FEET, BEING ALONG A LINE THAT IF EXTENDED NORTHEASTERLY WOULD INTERSECT A LINE DRAWN SOUTH 74 DEGREES, 42 MINUTES, 18 SECONDS EAST FROM THE AFORESAID POINT "B", SAID POINT BEING 764.00 FEET, AS MEASURED ALONG SAID DRAWN LINE FROM SAID POINT "B"; THENCE NORTH 81 DEGREES, 20 MINUTES, 31 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 08 DEGREES, 39 MINUTES, 29 SECONDS WEST, A DISTANCE OF 249.29; THENCE SOUTH 09 DEGREES, 53 MINUTES, 43 SECONDS WEST, A DISTANCE OF 194.65 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 271.03 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 161.78 FEET; THENCE SOUTH 44 DEGREES, 06 MINUTES, 40 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF ELGIN, KANE COUNTY, ILLINOIS.

For Informational Purposes Only:

Real Property located at: 1000 N. Randall Road, Elgin, IL 60123

PARCEL #'S 06-08-200-016; 06-08-200-022; 06-08-200-024; 06-08-200-034; 06-08-200-035;
06-09-100-002; 06-09-100-005; 06-09-100-007; 06-09-100-015.

TRACT 2:

PARCEL 1:

LOT 1 IN THE WALTON ON THE PARK SUBDIVISION, BEING A SUBDIVISION OF LOTS 1 TO 9, INCLUSIVE, IN E.H. SHELDON'S SUBDIVISION OF BLOCK B OF SHELDON AND RUMSEY'S RESUBDIVISION OF THE NORTH 1/2 BLOCK 8 AND ALL OF BLOCK 9 IN BUCHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOGETHER WITH LOTS 1 TO 8, INCLUSIVE, IN HENRY STRONG'S SUBDIVISION OF LOTS 10 TO 16 IN E.H. SHELDON'S SUBDIVISION OF BLOCK B AFORESAID AND THAT PART OF BLOCK 11 (EXCEPT THE NORTH 100 FEET THEREOF) IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACROSS THE COMMON DRIVEWAY AREA AND USE OF THE SOUTH LOADING DOCK AS CREATED BY EASEMENT AGREEMENT RECORDED MAY 11, 2010 AS DOCUMENT 1013118086.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 TO PERMIT THE ENCROACHMENT OF THE LINK IMPROVEMENTS AND TO ALLOW FOR THE MAINTENANCE, REPAIR AND RECONSTRUCTION OF THE LINK IMPROVEMENTS AND CONNECTION DEVICES AS CREATED BY GRANT RECORDED MARCH 19, 2009 AS DOCUMENT 0907822028.

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PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 TO PERMIT THE ENCROACHMENT OF A PORTION OF THE CHIMNEY CONSTRUCTED PRIMARILY ON PARCEL 1 AS CREATED BY EASEMENT AGREEMENT RECORDED JANUARY 3, 2011 AS DOCUMENT 1100329094.

For Informational Purposes Only:

Real Property located at: 935 N. Dearborn Street, Chicago, IL 60610

Parcel #17-04-435-026-0000

TRACT 3:

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ROHLWING ROAD WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY, A DISTANCE OF 382.60 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE; BEING ALONG A CURVE TO THE LEFT, A DISTANCE OF 1905.03 FEET TO THE EAST RIGHT OF WAY, OF ROHLWING ROAD; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 575.34 FEET TO AN ANGLE IN SAID EAST RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 2 DEGREES, 52 MINUTES, 09 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 579.92 FEET TO THE PLACE OF BEGINNING; (EXCEPTING THAT PIECE OF LAND 62 FEET WIDE, THE NORTHERLY BOUNDARY OF WHICH BEGINS AT A POINT ON THE EAST LINE OF ROHLWING ROAD, A DISTANCE OF 106 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MOST NORTHEASTERLY OR EASTBOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHEASTER PARALLEL WITH SAID MAIN TRACK CENTER LINE TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROUTE 53, BEING THAT PROPERTY HERETOFORE DEDICATED TO THE VILLAGE OF ARLINGTON HEIGHTS BY INSTRUMENT DATED APRIL 20, 1972); ALSO EXCEPTING THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 24, FOR A DISTANCE OF 1044.82 FEET TO A POINT ON A CURVED LINE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 6137.50 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE TO THE RIGHT OF 48 DEGREES, 35 MINUTES, 51 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 161.94 FEET TO A POINT ON THE LAST MENTIONED CURVED LINE, DISTANT 121.47 FEET EAST OF, MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 24, SAID POINT BEING THE PLACE OF BEGINNING OF THE LAND HEREIN TO BE DESCRIBED; THENCE NORTHEASTERLY ALONG THE LAST MENTIONED CURVED LINE FOR A DISTANCE OF 975 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY THAT IS 1054.60 FEET FROM THE WEST LINE OF SAID SECTION 24 (AS MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE); THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY FOR A DISTANCE OF 115.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE TO THE LEFT OF 69 DEGREES, 00 MINUTES, 00 SECONDS WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 176 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST AND

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TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 4312.43 FEET FOR A DISTANCE OF 759.83 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, CREATED BY AGREEMENT BY AND BETWEEN ILLINOIS STATE BANK OF CHICAGO, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 31, 1963 AND KNOWN AS TRUST NUMBER 159, AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 21, 1972 AND KNOWN AS TRUST NUMBER 44612, DATED DECEMBER 8, 1975 AND FILED DECEMBER 15, 1975 AS DOCUMENT NUMBER LR2846406, FOR THE PURPOSE OF PASSING AND REPASSING ON FOOT AND IN VEHICLES TO AND FROM ROHLWING ROAD AND PARCEL 1 ACROSS AND THROUGH THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

A PIECE OF LAND 62 FEET WIDE, THE NORTHERLY BOUNDARY OF WHICH BEGINS AT A POINT ON THE EAST LINE OF ROHLWING ROAD DISTANCE 105.0 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MOST NORTHEASTERLY OR EAST-BOUND MAIN TRACT OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AND THEN RUNS SOUTHEASTERLY PARALLEL WITH SAID MAIN TRACK CENTER LINE TO A POINT WHICH IS 115 FEET WESTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF ROUTE 53, ALL IN COOK COUNTY, ILLINOIS.

For Informational Purposes Only:

Real Property located at: 800 Rohlwing Road, Rolling Meadows, IL 60008

Parcel #02-24-301-006-0000

TRACT 4:

PARCEL 1:

LOT 1 IN TRACY TRAIL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF S SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1995 AS DOCUMENT NO. 95R50124, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 1A:

CROSS ACCESS EASEMENT IN FAVOR OF PARCEL 1 GRANTED AND RESERVED BY ACCESS AGREEMENT RECORDED AS DOCUMENT 2007R0028803 AND AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 2007R0041940 OVER THE FOLLOWING DESCRIBED LAND.

For Informational Purposes Only:

Real Property located at: 580 Tracy Trail, Crystal Lake, IL 60014

Parcel #19-04-476-018