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Andrew Helfrich
Barnes & Thornburg, LLP
201 S. Main Street, Suite 400
South Bend, Indiana 46601



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KAREN A. YARBROUGH

COOK COUNTY CLERK

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CCH2305443LD 2 of 2 CSC

ASSIGNMENT OF LEASES AND RENTS

THIS INDENTURE WITNESSETH, that as of December ^{14th}, 2023, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LENNY'S LEMONT REAL ESTATE DEVELOPMENT, LLC**, an Illinois limited liability company (the "Borrower"), whose address is 8200 85th Street, Suite K, Tinley Park, Illinois 60487, grants, transfers, sets over and assigns to **EVERWISE CREDIT UNION**, having an office at 110 S. Main Street, South Bend, Indiana 46601 ("Lender") Borrower's entire interest in and to any and all leases (including all extensions and renewals thereof) existing now or hereafter (individually, "Lease" and collectively, the "Leases") in and to that certain real estate located in Cook County, Illinois, and more particularly described in Exhibit A, attached hereto and made a part hereof, and all buildings, structures and improvements now or hereafter erected thereon (the "Premises"), and to any and all rents, issues, income and profits ("Rent" or "Rents") therefrom.

RECITALS:

A. Lender has agreed to make a loan to Borrower and Lenny's Gas N Wash Archer, LLC ("Co-Borrower") in the principal of \$14,385,000.00, as evidenced by that certain Promissory Note of even date herewith in said amount executed by Borrower and payable to Lender (the "Note"); a certain Construction Loan Agreement of even date herewith executed by Borrower and Lender (the "Loan Agreement"); Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith executed by Borrower in favor of Lender (the "Mortgage"); and this Assignment of Leases and Rents (the "Assignment"). The Note, Loan Agreement, the Mortgage, and Assignment, together with all other documents executed in conjunction therewith are referred to herein as the "Loan Documents," and the loan evidenced by the Loan Documents is hereinafter referred to as the "Loan."

B. Lender will not agree to make the Loan to Borrower unless Borrower collaterally assigns its interest in the Leases and Rents as set forth below.

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C. Borrower is willing and desires to collaterally assign the Leases and Rents as set forth below in order to induce Lender to make the Loan to Borrower.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees:

1. Security. This Assignment is given to secure:

(a) Payment by Borrower and Co-Borrower of the indebtedness evidenced by, and observance and performance by Borrower and Co-Borrower of each and every of the covenants, terms, conditions and agreements contained in, the Loan Documents;

(b) Reimbursement of Lender for any and all sums expended or advanced by Lender pursuant to the terms and provisions of or constituting additional indebtedness under or secured by (with interest thereon as provided therein), and observance and performance by Borrower and Co-Borrower of each and every of the covenants, terms, conditions and agreements contained in, the Loan Documents;

(c) Reimbursement of Lender for any and all costs, expenses and damages incurred or suffered by Lender after the occurrence of an Event of Default under the provisions of paragraph 5 of this Assignment for or in respect of taking and retaining possession of the Premises; managing the Premises and collecting the Rents thereof, including, but not limited to, salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable, and attorneys' fees; operating and maintaining the Premises, including, but not limited to, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance which Lender may deem necessary or desirable; and making any alterations, renovations, repairs or replacements of or to the Premises which Lender may deem necessary or desirable, together with interest thereon as provided herein; and

(d) Reimbursement of Lender for and of sums with respect to which Lender is indemnified pursuant to paragraph 8 hereof, together with interest thereon, as provided herein.

2. Representations and Warranties of Borrower. Borrower represents and warrants to Lender that:

(a) This Assignment, as executed by Borrower, constitutes a legal and binding obligation of Borrower enforceable in accordance with its terms and provisions;

(b) As of the date hereof, Borrower has not entered into any Leases and is not entitled to any Rent;

(c) Borrower has an indefeasible estate in fee simple to the Premises, subject only to the security interest evidenced by the Loan Documents of the Mortgage;

(d) Borrower has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the Rents assigned hereunder, that is now outstanding or enforceable, or entered into any agreement to subordinate any of the

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Leases, or Borrower's right to receive any of the Rents assigned hereunder, that is now outstanding or enforceable; and

(e) Borrower has not heretofore executed any instrument or performed any act which may or might prevent Lender from operating under any of the terms and provisions thereof or which would limit Lender in such operation.

3. Covenants of Borrower. Borrower covenants and agrees that, so long as this Assignment shall be in effect:

(a) Borrower shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by Borrower, and shall not do or suffer to be done anything to impair the security thereof, or to release the liability of any tenant thereunder, or to permit any tenant thereunder to withhold the payment of Rent or to make monetary advances and off-set the same against future Rents, or to permit any tenant thereunder to claim a total or partial eviction, or to permit any tenant thereunder to terminate or cancel any Lease;

(b) Borrower shall not collect any of the Rents assigned hereunder more than thirty (30) days in advance of the time when the same shall become due except for security or similar deposits;

(c) Borrower shall not make any other assignment of its entire interest or any part of its interest in or to any or all Leases, or any or all Rents, assigned hereunder;

(d) Borrower shall not agree to subordinate any of the Leases or its right to receive any of the Rents assigned hereunder to any mortgage or other encumbrance now or hereafter affecting the Premises except as provided in the Loan Documents;

(e) Borrower shall not alter, modify or change the terms and provisions of any Lease or give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease) or approval, or exercise any option, required or permitted by such terms and provisions without the prior written consent of Lender, or grant any concession in connection with any Lease, or cancel or terminate any Lease, or accept a surrender of any Lease, or convey or transfer, or suffer or permit a conveyance or transfer, of the premises devised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder. Nothing contained in the foregoing, however, shall prohibit Borrower from amending, modifying or terminating Leases due to tenant rule violation, delinquent rent, or other customary reasons in the ordinary course of business, except as provided for in the Mortgage;

(f) Borrower shall furnish rental insurance to Lender, such insurance to have been issued by an insurance company which has a Best's rating reasonably acceptable to Lender, in an amount not less than twelve (12) months' Rent and in a form as shall be reasonably satisfactory to Lender;

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(g) Borrower shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty, or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Lender;

(h) Borrower shall not waive, reduce, excuse, discount or otherwise discharge or compromise any obligation, including, but not limited to, the obligation to pay Rent, under any Lease;

(i) Borrower shall enforce the Leases and all rights and remedies of Borrower thereunder in case of default thereunder by any tenant;

(j) Borrower shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Borrower or any tenant, and shall pay all costs and expenses of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender may appear;

(k) Borrower shall give prompt notice to Lender of any notice of material default on the part of Borrower with respect to any Lease received from any tenant; and

(l) Borrower shall enforce, short of termination, or secure the observance and performance of, each and every covenant, term, condition and agreement contained in each and every Lease to be observed and performed by the tenants thereunder.

4. License Prior to Default. So long as Borrower is not in default hereunder, Borrower may collect, and is granted a license to collect, at the time but not in advance of the date provided for the payment thereof, all Rents assigned hereunder, and to retain, use and enjoy the same.

5. Events of Default. The following shall constitute Events of Default for purposes of this Assignment:

(a) Failure by Borrower or Co-Borrower to pay any sum payable by Borrower or Co-Borrower to Lender pursuant to the terms and provisions of the Loan Documents (including this Assignment);

(b) Failure by Borrower or Co-Borrower to observe or perform any one or more of the other covenants, terms, conditions and agreements contained in the Loan Documents (including this Assignment) to be observed or performed by Borrower or Co-Borrower;

(c) Discovery by Lender that any representation or warranty made by Borrower in Paragraph 2 hereof was, at the time this Assignment was executed by Borrower and delivered to Lender or at any time thereafter, inaccurate or untrue; and

(d) Occurrence of any one or more events of default under the terms and provisions of the Loan Documents (including this Assignment).

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6. Rights and Remedies Upon Default. At any time upon or following the occurrence of any one or more Events of Default under the provisions of paragraph 5 of this Assignment, if such Event or Events of Default are then continuing, Lender may, at its option and without any obligation to do so, without in any way waiving such Event or Events of Default, without notice or demand on Borrower, without regard to the adequacy of the security for the obligations secured hereby, without releasing Borrower from any obligation hereunder, and with or without bringing any action or proceeding:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify Rents, and to do any other act which Lender deems proper;

(c) Either with or without taking possession of the Premises, in its own name or the name of Borrower, demand, sue for, settle, compromise, collect, and give acquittances for all Rents of and from the Premises and pursue all remedies for enforcement of the Leases and all Borrower's rights therein and thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all Rents and other amounts payable under the Leases to Lender, without proof of default hereunder, upon receipt from Lender of written notice to thereafter pay all such Rents and other amounts to Lender and to comply with any notice or demand by Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Borrower will facilitate Lender's collection of such Rents, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such Rents and other amounts to Lender; and

(d) Make any payment or do any act required herein of Borrower in such manner and to such extent as Lender may deem necessary, and any amount so paid by Lender shall become immediately due and payable by Borrower with interest thereon at the Default Rate of interest (as defined in the Note) per annum until paid and shall be secured by this Assignment.

7. Application of Proceeds. All sums collected and received by Lender out of the Rents of the Premises following the occurrence of any one or more Events of Default under the provisions of paragraph 5 of this Assignment shall be applied as follows:

(a) First, to reimbursement of Lender for and of all expenses of taking and retaining possession of the Premises, of managing the Premises and collecting the Rents thereof, including, but not limited to, salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable, and attorneys' fees, of operating and maintaining the Premises, including, but not limited to, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance which Lender may deem necessary

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or desirable, and of all alterations, renovations, repairs or replacements of or to the Premises which Lender may deem necessary or desirable, with interest thereon at the Default Rate;

(b) Second, to the reimbursement of Lender for all sums expended by Lender pursuant to paragraph 6(d) hereof to make any payment or do any act required herein of Borrower, together with interest thereon at the Default Rate;

(c) Third, to reimbursement of Lender for all sums with respect to which Lender is indemnified pursuant to paragraph 8 hereof, together with interest thereon at the Default Rate;

(d) Fourth, to reimbursement of Lender for all other sums expended or advanced by Lender pursuant to the terms and provisions of or constituting additional indebtedness under or secured by the Loan Documents, with interest thereon as provided therein;

(e) Fifth, to payment of all accrued and unpaid interest on the principal sum of the Note;

(f) Sixth, to payment of the unpaid balance of the principal sum of the Note;
and

(g) Seventh, any balance remaining to Borrower, its legal representatives, successors and assigns, provided that the application of the Rents of the Premises as provided herein shall not be considered a waiver of, or to cure, any Event or Events of Default under the provisions hereof.

8. Limitation of Lender's Liability. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Premises following the occurrence of any one or more Events of Default under the provisions hereof or from any other act or omission of Lender in managing, operating or maintaining the Premises following the occurrence of any one or more Events of Default under the provisions hereof, unless such loss is caused by the willful and wanton acts of Lender or its bad faith. Lender shall not be obligated to observe, perform or discharge, nor does Lender hereby undertake to observe, perform or discharge, any covenant, term, condition or agreement contained in any Leases to be observed or performed by Borrower under or by reason of this Assignment, and Borrower shall and does hereby agree to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which Lender may or might incur under any Lease or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and attorneys' fees, shall become immediately due and payable by Borrower with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Lender, nor shall it operate to make

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Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

9. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents; this Assignment is made and accepted without prejudice to any of the rights and remedies of Lender under the terms and provisions of such instruments; and Lender may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Lender may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

10. Further Assurances. Borrower shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Lender may designate) and shall do or cause to be done such further acts, as Lender may reasonably request, in order to permit Lender to perfect, protect, preserve and maintain the assignment made to Lender by this Assignment.

11. Severability. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

12. Benefit. This Assignment is binding upon Borrower and its legal representatives, successors and assigns, jointly and severally, and the rights, powers and remedies of Lender under this Assignment shall inure to the benefit of Lender and its legal representatives, successors and assigns.

13. Construction. Whenever used in this Assignment, the singular shall also include the plural, the plural shall also include the singular, and the gender shall include the other genders unless the context shall require otherwise.

14. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of the authorized representatives of Borrower and Lender at the time of such amendment, modification or supplement.

15. Duration. This Assignment shall become null and void at such time as Borrower shall have paid the principal sum of the Note, together with any interest thereon, and shall have fully paid the obligations secured hereby.

16. Governing Law. This Assignment shall be governed by and subject to the laws of the State of Illinois.

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17. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

18. **WAIVER OF TRIAL BY JURY**. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE APPLICATION FOR THE LOAN, THIS ASSIGNMENT, THE NOTE, THE MORTGAGE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

19. Captions. The captions in this Assignment are for convenience and identification purposes only, are not an integral part of this Assignment and are not to be considered in the interpretation of any part hereof.

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

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IN WITNESS WHEREOF, Borrower has executed this Assignment of Leases and Rents as of the day first above written.

BORROWER:

LENNY'S LEMONT REAL ESTATE DEVELOPMENT, LLC

By: Leonard J. McEnery
Leonard J. McEnery, Manager

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

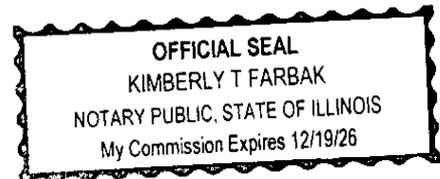
STATE OF ILLINOIS)
) ss.
COUNTY OF ~~DUPAGE~~)
Will

I, the undersigned, a Notary Public in and for said County and State, certify that Leonard J. McEnery, personally known to me to be the Manager of Lenny's Lemont Real Estate Development, LLC, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 11 day of December, 2023.

[seal]

Kimberly T Farbak
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LEMONT, COUNTY OF COOK, STATE OF ILLINOIS AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH 50 1/2 FEET OF THE WEST 1 ACRE OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1880 AS DOCUMENT 269297 IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 9 (EXCEPT THE EAST 110 FEET AND THE NORTH 50.5 FEET THEREOF) AND EXCEPT THAT PART OF SAID LOT 9 DEDICATED FOR HIGHWAY PURPOSES ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 1929 AS DOCUMENT 10298760 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE EAST 110 FEET OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT, THENCE WESTERLY ALONG THE NORTH LINE THEREOF A DISTANCE OF 62.9 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 160.8 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID EAST 110 FEET OF LOT 9 DISTANT 50 FEET NORTH OF THE NORTH LINE OF CHICAGO-JOLIET ROAD (SOUTH LINE OF LOT 9); THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 148 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING AND EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN DEED RECORDED AS DOCUMENT NO. 1713508033 IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 AND THE SOUTH LINE OF A ONE (1) ACRE TRACT OF LOT 3 IN CANAL TRUSTEES' SUBDIVISION IN THE SAID SOUTHWEST 1/4, SAID SOUTH LINE BEING 660.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4;

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THENCE NORTH ALONG SAID WEST LINE OF SOUTHWEST 1/4 TO THE SOUTHWESTERLY LINE OF ROUTE 83 AS DEDICATED BY DOCUMENT NO. 12010923 AND RECORDED ON JUNE 11, 1937; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE AFORESAID SOUTH LINE OF THE ONE (1) ACRE TRACT; THENCE WEST ALONG SAID SOUTH LINE OF THE (1) ACRE TRACT TO THE POINT OF BEGINNING, EXCEPTING THE WEST 33 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PART FALLING WITHIN ROUTE 83 AND ALSO EXCEPTING THAT PART CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN DEED RECORDED AS DOCUMENT NO. 1713508033 IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE SOUTHEAST 1/4 (EXCEPT LOTS 1 TO 5 IN BOE'S SUBDIVISION) AND THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 6:

THE SOUTH 198.9 FEET OF LOT 1, EXCEPT THE NORTH 65 FEET THEREOF, IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, EXCEPT LOTS 1 TO 5 OF CHRISTIAN BOE'S RESUBDIVISION OF PARTS THEREOF IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE NORTH 65 FEET OF THE SOUTH 198.9 FEET OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST 300 FEET; THENCE NORTH 50 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 9:

THE NORTH 121.17 FEET OF LOT 1 IN DOOLIN AND KIRK S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1 TO 5, BOTH INCLUSIVE, IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) AND EXCEPTING THAT PART OF SAID LOT 1 IN SAID RESUBDIVISION FALLING WITHIN A TRACT DESCRIBED AS FOLLOWS: BEGINNING 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE WEST 300 FEET; THENCE NORTH 50 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF LOT 1 AFORESAID AS VACATED BY THE COOK COUNTY BOARD OF COMMISSIONERS IN RESOLUTION RECORDED AUGUST 22, 2022 AS DOCUMENT 2223417024.

PARCEL 10:

THAT PART OF LOT 2 IN DOOLIN AND KIRK S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 TOGETHER WITH THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT LOTS 1 TO 5 BOTH INCLUSIVE IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 ON THE CENTER LINE OF SAG-LEMONT ROAD; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 436 FEET TO A POINT FOR A POINT OF BEGINNING; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 300 FEET; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE AND SAID EAST LINE EXTENDED NORTH A DISTANCE OF 415.40 FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE CERTAIN STRIP OF LAND DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED JUNE 3, 1937 AND RECORDED JUNE 11, 1937 AS DOCUMENT 12010930; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF THAT CERTAIN STRIP DEDICATED FOR ROAD PURPOSES BY INSTRUMENT RECORDED AS DOCUMENT 12010930 TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 OF SAID DOOLIN AND KIRKS RESUBDIVISION; THENCE WEST ALONG THE SAID NORTH LINE OF LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 (BEING ALSO THE EAST LINE OF SAID LOT 2) TO THE POINT OF BEGINNING, (EXCEPTING FROM THE AFORESAID PARCEL THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 2 WITH THE WESTERLY RIGHT OF WAY OF A PUBLIC HIGHWAY DEDICATED BY INSTRUMENT DATED JUNE 3, 1937 AND RECORDED JUNE 11, 1937 AS DOCUMENT NUMBER 12010930; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A

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RADIUS OF 1453.75 FEET AND A CHORD BEARING OF SOUTH 42 DEGREES 49 MINUTES 39 SECONDS EAST, A DISTANCE OF 21.83 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY OF THE AFOREMENTIONED PUBLIC HIGHWAY; THENCE SOUTH 35 DEGREES 36 MINUTES 32 SECONDS WEST A DISTANCE OF 52.25 FEET TO A POINT; THENCE NORTH 29 DEGREES 50 MINUTES 57 SECONDS WEST A DISTANCE OF 66.96 FEET TO A POINT ON THE NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 48.92 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF LOT 2 OF DOOLIN & KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPTING THEREFROM LOTS 1, 2, 3, 4 AND 5 OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID DOOLIN AND KIRK'S RESUBDIVISION RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 2 AND THE NORTH LINE OF SAG-LEMONT ROAD; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 403 FEET; RUNNING THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 300 FEET; RUNNING THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 IN SAID DOOLIN AND KIRK'S RESUBDIVISION A DISTANCE OF 363 FEET TO A POINT THAT IS 73 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2, ALSO BEING A POINT ON THE NORTH LINE OF DOCUMENT 21062560; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 303.12 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN FOR ROADWAY.

PARCEL 12:

THE EAST 1/2, AS MEASURED ON THE NORTH AND SOUTH LINES, OF THAT PART OF LOT 2 OF DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THEREFROM LOTS 1, 2, 3, 4, AND 5 OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OF SAID DOOLIN AND KIRK'S RESUBDIVISION AUGUST 30, 1889 AS DOCUMENT NO. 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF SAG-LEMONT ROAD 300.00 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 2, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 851.40 FEET TO THE NORTH LINE OF SAID LOT 2, BEING ALSO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 14;

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THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 578.94 FEET TO THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY A DISTANCE OF 848.63 FEET TO THE CENTER LINE OF SAG-LEMONT ROAD, BEING ALSO THE SOUTH LINE OF SAID LOT 2; THENCE EASTERLY ALONG SAID CENTER LINE A DISTANCE OF 578.20 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PARCEL OF LAND CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS, IN CASE NO. 69L13193 OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND EXCEPTING THEREFROM THAT PARCEL OF LAND SOUTH OF THE LINE MARKED AS "PROP. R.O.W." ON THAT CERTAIN ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY PLAT, 111TH STREET AND ARCHER ROAD, PARCELS 19 & 20, JOB R-90-088-63, DATED JANUARY 30, 1969) ALL IN COOK COUNTY, ILLINOIS

PARCEL 13:

THAT PART OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 14 WITH THE NORTH LINE OF THE SOUTH 198.9 FEET OF SAID LOT 1; THENCE NORTH 88 DEGREES 34 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE, 33.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 83, PER DOCUMENT NUMBER 12010930 AND 12010923; THENCE NORTH 01 DEGREES 38 MINUTES 23 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 3.16 FEET TO A POINT OF CURVATURE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A TANGENT CURVE TO THE LEFT, ON SAID RIGHT OF WAY LINE, HAVING A RADIUS OF 249.70 FEET, HAVING A CHORD DISTANCE OF 209.08 FEET, A CHORD BEARING OF NORTH 26 DEGREES 23 MINUTES 23 SECONDS WEST, FOR AN ARC DISTANCE OF 215.73 FEET TO A POINT OF CURVATURE; THENCE SOUTH 51 DEGREES 08 MINUTES 23 SECONDS EAST, ALONG THE TANGENT LINE OF SAID CURVE, 115.11 FEET TO THE POINT OF INTERSECTION OF SAID TANGENT AND SAID WESTERLY RIGHT OF WAY OF SAID ILLINOIS STATE ROUTE 83; THENCE SOUTH 01 DEGREE 38 MINUTES 23 SECONDS EAST ALONG SAID TANGENT LINE 115.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

THE EAST 33.00 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE SOUTHWESTERLY LINE OF ILLINOIS STATE ROUTE 83 AS PER DOCUMENT 12010930 AND LYING NORTH OF THE SOUTH LINE OF LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST QUARTER

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OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 15:

THE SOUTH 33.00 FEET OF THE WEST 267.00 FEET OF THE EAST 300.00 FEET OF LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 16:

THAT PART OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9 37.22 FEET; THENCE SOUTHEASTERLY 67.86 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 9 THAT IS 56.67 FEET EAST (AS MEASURED ALONG SAID SOUTH LINE) OF SAID SOUTHWEST CORNER; THENCE WEST ALONG SAID SOUTH LINE 56.67 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 17:

THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 37, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE SOUTHWESTERLY LINE OF ILLINOIS STATE ROUTE 83 AS PER DOCUMENT 12010930 AND NORTH OF THE WEST EXTENSION OF THE SOUTH LINE OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN) ALL IN COOK COUNTY, ILLINOIS.

All of the foregoing commonly known as 12775 Main Street, Lemont, IL 60439 and including the following Tax IDs:

- 22-13-302-003-0000 (Parcel 1)
- 22-13-302-004-0000 (Parcel 2)
- 22-13-302-005-0000 (Parcel 3)
- 22-13-302-009-0000 (Parcel 4)
- 22-14-401-009-0000 (Parcel 5)
- 22-14-401-017-0000 (Parcel 6)
- 22-14-401-029-0000 (Parcels 7 and 8)
- 22-14-401-010-0000 (Parcel 9)
- 22-14-401-032-0000 (Parcel 10)
- 22-14-401-023-0000 (part of Parcel 11)
- 22-14-401-024-0000 (part of Parcel 11)
- 22-14-401-028-0000 (Parcel 12)