

UNOFFICIAL COPY

MSC11/DSC/734447-b/2/022186

8 6 0 8 2 4 1 2

86 082 412

ASSIGNMENT OF LEASES AND RENTS

2800

KNOW ALL MEN BY THESE PRESENTS, that Gordon K. Nelson and Donald A. Nelson, as Trustees under the last will and testament of Arthur E. Nelson, deceased of 18036 Gottschalk Avenue, Homewood, Illinois 60430 (hereinafter referred to collectively as "Assignor"), in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign transfer and set over unto Harris Trust and Savings Bank, an Illinois banking corporation of 111 West Monroe Street, Chicago, Illinois (hereinafter referred to as the "Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain real estate situated in the County of Cook, State of Illinois, described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain promissory note of the Assignor bearing even date herewith, payable upon demand to the order of the Assignee in the face principal sum of \$1,000,000 expressed to bear interest prior to demand at the rate per annum determined by adding 1% to the rate from time to time fixed by Harris Trust and Savings Bank as its prime commercial rate (the "Prime Rate") and after maturity until paid at the rate per annum determined by adding 3% to the Prime Rate from time to time in effect and any notes issued in extension or renewal thereof or in substitution thereof (the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein

86 082 412

MAIL TO:

This Instrument Prepared By:

Debra S. Clark  
 111 West Monroe Street  
 Chicago, Illinois

BOX 333-CA

D3

\* See Last Page For Address + TAX #

EC-see page 333

14

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

8 6 0 8 2 4 1 2

or in that certain Mortgage and Security Agreement with Assignment of Rents bearing even date herewith from the Assignor to the Assignee (the "Mortgage"), conveying and mortgaging the premises as security for the Note and any and all other indebtedness intended to be secured thereby, (iii) the performance of all obligations, covenants, promises and agreements of the Assignor contained in any loan or other agreements setting forth terms and conditions applicable to the loan evidenced by the Note or providing collateral security therefore, and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or any security therefore, including this Assignment (the Note and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii) and (iv) above being hereinafter collectively referred to as the "indebtedness hereby secured").

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

The Assignor warrants to the Assignee that the Assignor has good right to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

Assignor warrants that it has heretofore delivered to Assignee true and correct copies of the Leases identified below (the "Primary Leases"), that the Primary Leases have not been amended or modified in any respect, that the same continue in full force and effect and that both the lessor and the lessee thereunder are in full compliance with all of their respective covenants therein contained and that no event has occurred or condition exists which would constitute a ground for terminating any Primary Lease by either the lessor or the lessee thereunder:

86 082 412

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2014 03 10 10:00

# UNOFFICIAL COPY

8 6 0 8 2 4 1 2

<u>NAME OF LESSEE</u>	<u>NAME OF LESSOR</u>	<u>DATE OF LEASE</u>
Istel Container International B.V., a Netherlands corporation	Gordon K. Nelson and Donald A. Nelson, as Trustees under the last will of Arthur E. Nelson, deceased	October 20, 1980
Holland Motor Express, Inc.	Gordon K. Nelson and Donald A. Nelson, as Trustees under the last will and testament of Arthur E. Nelson	September 9, 1985

Anything contained elsewhere in this Assignment to the contrary notwithstanding, Assignor covenants and agrees that it will not, without the prior consent of Assignee, terminate any Primary Lease or amend or modify same in any respect and that any of such done without the prior written consent of Assignee shall be null and void.

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the premises, but so long as no event of default shall exist under the Note or the Mortgage and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than 30 days in advance.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the premises and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage, whether before or after the

86 082 412

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

8 6 0 8 2 4 1 2

Note is declared due in accordance with its terms or under the terms of said Mortgage and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents or servants, therefrom and hold, operate, manage and control the premises, and at the expense of the premises, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the premises, or any part thereof, and insure and reinsure the same, and lease the premises in such parcels and for such times and on such terms as Assignee may deem fit including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in every such case have the right to manage and operate the said premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the premises, Assignee may proceed to enforce the leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) to the payment of all proper charges and expenses including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of any sum secured by a lien or encumbrance upon the premises;

(c) to the cost of completing any improvements being constructed on or about the premises; and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/24/03



# UNOFFICIAL COPY

8 6 0 8 2 4 1 2

(d) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the premises.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the premises is located, not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees not to amend, modify or terminate any of the Leases without the prior written consent of Assignee, provided that unless and until an event of default or any event which with the lapse of time, the giving of notice, or both would constitute such an event of default has occurred under the terms of the Mortgage or Note, Assignor may enter into amendments and modifications to Leases which do not adversely affect the security thereof and may terminate Leases if substantially concurrently with such termination, it shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to it than those contained in the terminated Lease and with a lessee of at least equal creditworthiness to the terminated lessee, provided that the foregoing to the contrary notwithstanding no Lease shall be terminated if such termination would reduce the amount which any lender is then obligated to fund under any commitment issued to provide financing for the premises. Assignor further

86 082 412

UNOFFICIAL COPY

Property of Cook County Clerk's Office

011 23 00

# UNOFFICIAL COPY

8 6 0 8 2 4 1 2

covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the premises by the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should the Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of incurrence (or if the Note has been paid in full at the time of incurrence, then at the rate applicable to the Note at the time of such payment in full), shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee therefore immediately upon demand, Assignor's obligation to so pay to survive payment of the indebtedness hereby secured and the release of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

Nothing herein contained shall affect or impair the demand character of the Note or any other indebtedness secured hereby which is expressed to be payable upon demand and payment thereof may be demanded whether or not Assignor is in compliance with the terms hereof.

# UNOFFICIAL COPY

8 6 0 8 2 4 1 2


The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. If more than one person signs this instrument as Assignor, the term "Assignor" as used herein shall mean all of such persons, jointly and severally.

Dated as of this 21st day of February, 1986.

GORDON K. NELSON AND DONALD A.  
NELSON, AS TRUSTEES UNDER THE LAST  
WILL AND TESTAMENT OF ARTHUR E.  
NELSON, DECEASED

  
\_\_\_\_\_  
Gordon K. Nelson (SEAL)

  
\_\_\_\_\_  
Donald A. Nelson (SEAL)

86 082 412

UNOFFICIAL COPY

8 6 0 8 2 4 1 2

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Patricia M. Schroeder, a Notary Public in and for said County in the State aforesaid, do hereby certify that Gordon K. Nelson and Donald A. Nelson personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 24th day of February, 1986.

Patricia M. Schroeder  
Notary Public

PATRICIA M. SCHROEDER  
(TYPE OR PRINT NAME)

(SEAL)

86 082 412

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 FEB 28 PM 3 00

86082412

UNOFFICIAL COPY

Property of Cook County Clerk's Office

514 394 65

51439465

SCHEDULE I  
Legal Description

# UNOFFICIAL COPY

PARCEL 1: 8 6 0 8 2 4 1 2

That part of Lot 5 of the Superior Court Partition of the West half of the Southwest quarter of Section 35, Township 39 North, range 13 East of the Third Principal Meridian except the Illinois and Michigan Canal, in Cook County, Illinois, described as follows:

Beginning at a point on the South line of said Section a distance of 771.57 feet East of the West line of said Section said point being 300 feet Southeasterly of and at right angles to the Southerly line of the parcel of land conveyed to the Peoples Gas, Light and Coke Company by Warranty Deed dated December 1, 1920 and recorded as document No. 7010118 in Book of records 16528 on Page 192, thence Northeasterly along a line drawn parallel with the said Southerly line of said conveyance, a distance of 569.82 feet thence Southerly on a curved line 15 feet Westerly and concentric with the center line of a switch track, convexed to the East having a radius of 290.55 feet a distance of 83.54 feet (arc) thence on a straight line tangent to the last described curved line and parallel to said center line a distance of 44 feet thence continuing Southerly on a curved line 15 feet Westerly of and concentric with said center line convexed to the West having a radius of 549.14 feet a distance of 85.22 feet (arc) to the aforesaid South line of Section 35, Thence West along said South line a distance of 511.18 feet to the point of beginning (excepting therefrom that portion thereof conveyed by Arthur E. Nelson and Ruth Nelson, his wife to Commonwealth Edison Company by Warranty Deed dated July 14, 1966 and recorded July 20, 1966 as document No. 19891422 described as follows:

A parcel of land in Lot 5 in the Superior Court Partition of the West half of the Southwest quarter of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian except the Illinois and Michigan Canal in Cook County Illinois described as follows:

Commencing at a point on the South line of said Section a distance of 771.57 feet East of the West line of said Section said point being 300 feet Southeasterly of and at right angles to the Southerly line of the land conveyed to the Peoples Gas, Light and Coke Company by Warranty Deed dated December 1, 1920 and recorded as document No. 7010118 in Book of Records 16528 on Page 192 thence Northeasterly along a line drawn parallel with the said Southerly line of said conveyance a distance of 502.93 feet to the Northwest corner of said Parcel of land as the point of beginning for the description thereof thence continuing Northeastwardly along said Parallel line being also the North Westerly line of the land conveyed by Warranty Deed recorded in the Recorder's Office of Cook County, Illinois as document No. 19305312 a distance of 66.89 feet to the Northeast corner of the land so conveyed thence Southerly along the Easterly line of the land so conveyed, being a curved line 15 feet Westerly and concentric with the center line of a switch track, convex to the East having a radius of 290.55 feet a distance of 83.54 feet (arc) thence continuing Southerly along said Easterly line being here a straight line tangent to the last described curved line and parallel to said center line a distance of 21.90 feet thence West along a straight line a distance of 56.0 feet to a point which is 80.00 feet South from said point of beginning and on a line which extends Southward parallel with the East line of said West half of the Southwest quarter of Section 35 from said point of beginning and thence North along said parallel line said distance of 80 feet to the point of beginning)

ALSO

86 082 412

# UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

8 6 0 0 2 4 1 2  
(Schedule 1 continued)

PAGE 2

## PARCEL 2:

That part of the West half of the Northwest quarter of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian lying East of the East line of South Pulaski Road ( a 100 foot street ) and lying North and West of a line described as follows:

Beginning at a point on the East line of South Pulaski Road, said point being 258.96 feet South of the North line of said Section 2, thence Southeasterly on a straight line to a point 273.08 feet South of the North line and 127.53 feet East of the West line of said Section 2, thence Easterly on a curve convex to the South with a radius of 600 feet to a point 294 feet South of the North line and 284.36 feet East of the West line of said Section 2, thence East on a straight line to a point 294 feet South of the North line and 539.45 feet East of the West line of said Section 2, thence Southeasterly on a curve convex to the Northeast with a radius of 566 feet to a point 656.03 feet South of the North line and 269.74 feet West of the East line of said West half of the Northwest quarter of Section 2, thence Southeastwardly on a straight line to a point on a line drawn parallel with and 42 feet West of the East line of said West half of the Northwest quarter of said Section 2 said point being 1224.61 feet South of the North line of said Section 2 thence North along the last described parallel line to the North line of said Section 2, in Cook County, Illinois.

ALSO

## PARCEL 3:

That part of Lot "B" in the Subdivision of the Circuit Court Commissioners in Partition of that part of the Northeast quarter lying South of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on September 5, 1893 in Book 59 of Plats Page 32 as document No. 1924571 bounded and described as follows:

Beginning at the intersection of the West line of South Pulaski Road (formerly South Crawford Avenue) and the North line of said Section 3, thence West along said North line of Section 3 to its intersection with a line parallel to and 20 feet South Easterly of the South Easterly line of the Gulf, Mobile and Ohio Railroad Company's (formerly Chicago and Alton Railroad Company's) Right of Way thence Southwesterly along the last described parallel line to its intersection with the Northerly boundary line of Parcel 1, conveyed by the Continental Illinois National Bank and Trust Company of Chicago to the Chicago River and Indiana Railroad Company by deed dated July 13, 1933 and recorded in the Recorder's Office of Cook County on July 27, 1933 in Book 30771 at Page 196 as document No. 11263410 thence Easterly along the Northerly boundary of said Parcel 1 to the said West line of South Pulaski Road, thence North along said West line of South Pulaski Road to the point of beginning,

ALSO

86 082 412

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

## PARCEL 4:

That part of Lot 5 of the Superior Court Partition of the West half of the Southwest quarter of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian except the Illinois and Michigan Canal, described as follows:

Beginning at a point on the South line of said Southwest quarter of Section 35 or said Lot 5 a distance of 50 feet East of the Southwest corner of said Section 35 or said Lot 5, thence Northeasterly along a straight line forming an angle of 26 degrees 01 minutes and 57 seconds from East to North with the aforesaid South line, a distance of 233.75 feet to its point of intersection with a line drawn parallel with and 15 feet Southeasterly of and at right angles to the South line of parcel conveyed to The Peoples Gas, Light and Coke Company by warranty deed dated December 1, 1920 and recorded December 6, 1920 as document No. 7010118 in Book 16528 Page 192 thence North Easterly along said parallel line a distance of 745.0 feet thence South easterly at right angles to said parallel line a distance of 285 feet to a point on a line drawn parallel with and 300 feet South Easterly of and at right angles to the Southerly line of the aforesaid parcel conveyed to the Peoples Gas, Light and Coke Company thence Southwesterly along said parallel line a distance of 307.92 feet to its intersection with the South line of said Section 35 or said Lot 5 at a point 771.57 feet East of the aforesaid Southwest corner of said Section 35 or said Lot 5 thence West along said South line a distance of 721.57 feet to the point of beginning.

ALSO

## PARCEL 5:

A parcel of land in the East half of the South half of the East half of the Southeast quarter of Section 34, Township 39 North, Range 13 East of the Third Principal Meridian, beginning at the Southeast corner of said Section, thence West along the South line of said Section 126.2 feet more or less to the South line of the Chicago and Alton Railroad Company's right-of-way thence Northeasterly along said right-of-way line 136 feet more or less to the East line of said section thence South along said East line 50.6 feet more or less to the point of beginning (except that part lying Southeasterly of the Southeasterly line extended Southwesterly of the land conveyed to the Peoples Gas, Light and Coke Company by warranty deed dated December 1, 1920 and recorded December 6, 1920 as document 7010118 in Book 16528 Page 192) in Cook County, Illinois

ALSO

86 082 412

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

## PARCEL 6:

That part of the West half of the Northwest quarter of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois bounded and described as follows:

Beginning at the Northeast corner of said West half of the Northwest quarter of Section 2 and running thence South along the East line of the West half of the Northwest quarter aforesaid a distance of 1419.50 feet thence West along a line perpendicular to said East line a distance of 90 feet thence North along a line parallel with said East line of the West half of the Northwest quarter of Section 2, a distance of 307.87 feet to a point on the Southwesterly line of the property conveyed to Arthur E. Nelson by deed recorded in the Recorder's Office of Cook County, Illinois on November 17, 1964 as document No. 19305314 thence Southeasterly along said Southwesterly property line a distance of 131.57 feet to the Southeast corner of the property so conveyed said Southeast property corner being a point 1234.61 feet South from the North line of said West half of the Northwest quarter of Section 2 and on a line which is parallel with and 42.00 feet West from the East line of said West half of the Northwest quarter of Section 2, thence North along the last described parallel line (being the East line of the property so conveyed) a distance of 1234.61 feet to the North line of said West half of the Northwest quarter of Section 2, and thence East along said North line a distance of 42.00 feet to the point of beginning

ALSO

86 082 412

## PARCEL 7:

Easement for the benefit of Parcels 1 and 2 aforesaid as created by the Warranty Deed and grant from Cook Terminal Company, a corporation of Illinois to Crawford Real Estate Development Company, a corporation of Illinois dated July 17, 1964 and recorded November 17, 1964 as document No. 19305312 for right of way and for the installation of Public utilities between Parcel 1 and the Westerly end of West 38th Street as dedicated by Plat recorded April 13, 1926 as document No. 9233235 over, upon and across:

that part of Lot 5 of the Superior Court Partition of the West half of the Southwest quarter of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian except the Illinois and Michigan Canal, described as follows:

Beginning on the East line of said Lot 5 being also the East line of the West half of the Southwest quarter of said Section 35, at a point 271.42 feet North of the South East corner of said Lot 5 or the Southeast corner of the aforesaid West half of the Southwest quarter of Section 35, thence North along aforesaid East line a distance of 66.13 feet to the

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

214 500 00

## UNOFFICIAL COPY

(Schedule 8 6 0 8 2 4 1 2 continued)

PAGE 5

Northwesterly corner of West 38th Street as dedicated by plat recorded April 13, 1926 as document No. 9238235 thence Southwesterly along the Northerly line of said West 38th Street produced Westerly said Northerly line being also 197.0 feet Southeasterly and at right angles to the Southerly line of the parcel of land conveyed to the Peoples Gas, Light and Coke Company by Warranty Deed dated December 1, 1920 and recorded as document No. 7010118 in Book of Records 16528 on Page 192 a distance of 321.12 feet thence Southeasterly at right angles to the last described course, a distance of 103.0 feet thence Northeasterly at right angles to the last described course or parallel with the aforesaid Northerly line of said West 38th Street produced Westerly a distance of 263.76 feet to the Westerly line of the property conveyed to the Atchison, Topeka and Santa Fe Railway Company by document 16729061 thence Northerly along said Westerly line a distance of 0.81 of a foot to a point which is 15 feet at right angles to the aforesaid East line of Lot 5, thence North parallel to the said East line of Lot 5 being also the West line of said conveyance, a distance of 44.0 feet to the Northwest corner of said conveyance, thence North Easterly along the Northerly line of said conveyance, which is parallel to the South line of West 38th Street extended, a distance of 16.16 feet to the point of beginning, all in Cook County, Illinois

ALSO

PARCEL 8:

Easement for the benefit of Parcel 2 aforesaid as created by Grant from the Chicago River and Indiana Railroad Company, a corporation of Illinois to Crawford Real Estate Development Company, a corporation of Illinois dated July 9, 1963 and recorded November 17, 1964 as document 19305311 for ingress and egress and utilities over and upon:

That part of the West half of Section 2 Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

A strip of land 40 feet in width, measured by rectangular measurement lying Easterly of and contiguous to the East line of Crawford Avenue and lying between the North and South boundary lines of the parcel of land conveyed by the Continental Illinois National Bank and Trust Company of Chicago to The Chicago River and Indiana Railroad Company by deed dated July 13, 1933 and recorded July 27, 1933 as document No. 11263410 in Book 30771 Page 196.

ALSO

PARCEL 9:

Easement for the benefit of Parcel 4 for ingress and egress over:

That part of Lot 5 of the Superior Court Partition of the West half of the Southwest quarter of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian except the Illinois and Michigan Canal

86 082 412

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

8  
315  
7/5

800 ...

...

...

...



# UNOFFICIAL COPY

(Schedule 8 continued) 2 4 1 2 PAGE 6

described as follows:

Beginning at a point on a line drawn parallel with and 300 feet Southeasterly of and at right angles to the Southerly line of said parcel of land conveyed to the Peoples Gas, Light and Coke Company said point being 307.92 feet Northeasterly of the intersection with said parallel line and the South line of said Lot 5 or the South line of said Section 35, as measured along said parallel line, thence Northeasterly along said parallel line, a distance of 23.15 feet to the Southwesterly corner of the center easement heretofore granted by the grantor to Crawford Real Estate Development Company, an Illinois corporation as evidenced by document recorded in the office of the Recorder of Deeds of Cook County, Illinois as document 19305312 thence Northwesterly along the Southwesterly line of said easement a distance of 103 feet to the Northwest corner of said easement, being the Northerly line of West 38th Street, produced Westerly as dedicated by plat recorded April 13, 1926 as document No. 9238235 thence Southwesterly along the Northerly line of said West 38th Street, produced Westerly said Northerly line being also 197 feet Southeasterly of (measured at right angles to) the aforesaid Southerly line of the parcel of land conveyed to the Peoples Gas, Light and Coke Company, a distance of 23.15 feet to the Northeasterly line of Parcel 4 above, thence Southeasterly along said Northeasterly line of said Parcel 4, a distance of 103 feet to the point of beginning.

AND OVER

a strip of land in Lot 5 of Superior Court Partition of the West half of the Southwest quarter of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian except the Illinois and Michigan Canal, described as follows:

Beginning at the Southwest corner of said Lot 5 or the Southwest corner of said Section 35; thence East along the South line of said Lot 5 or Section 35 a distance of 50 feet thence Northeasterly along a straight line forming an angle of 26 degrees 01 minutes and 57 seconds from East to North with aforesaid South line a distance of 233.75 feet to its point of intersection with a line drawn parallel with and 15 feet Southeasterly of (measured at right angles to) the South line of the parcel of land conveyed to the Peoples Gas Light and Coke Company by Warranty Deed dated December 1, 1920 and recorded December 6, 1920 as document 7010118 in Book 16528 Page 192 thence Northeasterly along said parallel line, a distance of 745 feet thence Northwesterly at right angles to said parallel line a distance of 15 feet to the South line of the said conveyance of the Peoples Gas, Light and Coke Company thence Southwesterly along said South line a distance of 1018.98 feet to the West line of aforesaid Lot 5 of Section 35, thence South along said West line a distance of 14.70 feet to the point of beginning

ALSO

an easement for the benefit of Parcel 5 for ingress and egress over:

86 082 412

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

200 200 200

~~CONFIDENTIAL~~  
**UNOFFICIAL COPY**

8 6 0 8 2 4 1 2  
(Schedule I continued) PAGE 7

a triangular parcel of land in the East half of the South half of the East half of the Southeast quarter of Section 34, Township 39 North, Range 13 East of the Third Principal Meridian beginning at the Southeast corner of said Section thence West along the South line of said Section 126.2 feet more or less to the South line of the Chicago and Alton Railroad Company's right of way thence Northeasterly along said right of way line 136 feet more or less to the East line of said Section thence South along said East line 50.6 feet more or less to the place of beginning (except that part lying Northwesterly of the Southeasterly line extended Southwesterly of the land conveyed to the Peoples Gas, Light and Coke Company by warranty deed dated December 1, 1920 and recorded December 6, 1920 as document 7010118 in Book 16528 on Page 192) all in Cook County, Illinois

as created by grant of said easements from Cook Terminal Company, a corporation of Illinois to Arthur E. Nelson dated August 9, 1965 and recorded August 12, 1965 as document 19556111.

ALSO

PARCEL 10:'

Easement for the benefit of Parcel 4 as created by instrument made by Arthur E. Nelson and Cook Terminal Company a corporation of Illinois dated August 30, 1965 and recorded September 14, 1965 as document 19586433 for right of way and for the installation of public utilities over, upon and across the following described property to wit:

That part of Lot 5 of the Superior Court Partition of the West half of the Southwest quarter of Section 35 Township 39 North, Range 13 East of the Third Principal Meridian except the Illinois and Michigan Canal, described as follows:

Beginning on the East line of said Lot 5 being also the East line of the West half of the Southwest quarter of said Section 35, at a point 271.42 feet North of the Southeast corner of said Lot 5 or the Southeast corner of the aforesaid West half of the Southwest quarter of Section 35, thence North along aforesaid East line, a distance of 66.13 feet to the Northwesterly corner of West 38th Street as dedicated by Plat recorded April 13, 1926 as document 9238235 thence Southwesterly along the Northerly line of said West 38th Street, produced Westerly, said Northerly line being also 197 feet Southeasterly and at right angles to the Southerly line of the parcel of land conveyed to The Peoples Gas, Light and Coke Company by warranty deed dated December 1, 1920 and recorded as document 7010118 in Book 16528 Page 192 a distance of 321.12 feet thence Southeasterly at right angles to the last described course, a distance of 103 feet thence Northeasterly at right angles to last described course or parallel with the aforesaid Northerly line of said West 38th Street produced Westerly a distance of 263.76 feet to the Westerly line of the property

86 082 412

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

conveyed to the Atchison, Topeka and Santa Fe Railway Company by document 16729061 thence Northerly along said Westerly line a distance of 0.81 feet to a point which is 15 feet at right angles to the aforesaid East line of Lot 5, thence North parallel to said East line of Lot 5 being also the West line of said conveyance a distance of 44 feet to the Northwest corner of said conveyance thence Northeasterly along the Northerly line of said conveyance which is parallel to the South line of West 38th Street extended, a distance of 16.16 feet to the point of beginning, all in Cook County, Illinois

ALSO

**PARCEL 11:**

Easement for the benefit of that part of Parcels 1 and 2 described as follows:

A parcel of land consisting of a part of the West half of the North west quarter of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian together with a part of Lot 5 in the Superior Court Partition of the West half of the Southwest quarter of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian except the Illinois and Michigan Canal, which parcel of land is bounded and described as follows:

Commencing at a point on the South line of said Section 35, a distance of 771.57 feet East of the West line of said Section (said point being 300 feet Southeasterly of and at right angles to the Southerly line of the land conveyed to the Peoples Gas, Light and Coke Company by warranty deed dated December 1, 1920 and recorded as document No. 7010118 in Book of Records 16528 on Page 192) and running

thence Northeasterly along a line drawn parallel with the southerly line of said conveyance a distance of 502.93 feet to the most Northerly corner of said parcel of land as the point of beginning for the description thereof:

thence Southwestwardly along said last described parallel line a distance of 172.04 feet;

thence Southwestwardly along a straight line a distance of 207.04 feet to a point on said South line of Section 35, (being also the North line of the West half of the Northwest quarter of said Section 2) which is 392.00 feet, measured perpendicularly West from the East line of said West half of the Northwest quarter of said Section 2;

thence South along a line which is 392.00 feet measured perpendicularly West from and parallel with the East line of said West half of the Northwest quarter of Section 2, a distance of 463.07 feet to a point on the Southwesterly line of the property conveyed to Arthur E. Nelson by deed recorded in the Recorder's Office of Cook County, Illinois on November 17, 1964 as Document No. 19305314;

86 082 412

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

89-05-112

# UNOFFICIAL COPY

(Schedule B 16 0 8 2 4 1 2 9  
continued) PAGE 9

thence Southeastwardly along said Southwesterly property line, being here the arc of a circle convex to the Northeast and having a radius of 566.00 feet a distance of 231.22 feet to the point on said Southwesterly property line which is 656.03 feet South from the North line and 269.74 feet West from the East line of said West half of the Northwest quarter of said Section 2;

thence Southeastwardly along a straight line (continuing along said Southwesterly property line) a distance of 624.20 feet to the Southeast corner of the property so conveyed, said Southeast corner being a point 1234.61 feet South from the North line of said West half of the Northwest quarter of Section 2, and on a line which is parallel with and 42.00 feet West from the East line of said West half of the Northwest quarter of Section 2;

thence North along the last described parallel line, (being the East line of the property so conveyed) said distance of 1234.61 feet to the North line of said West half of the Northwest quarter of Section 2;

thence East along said North line of the West half of the Northwest quarter of Section 2 a distance of 20.58 feet to a point 1282.75 feet East from the West line of said Section 35;

thence Northwardly along the Easterly line of the property conveyed by Warranty Deed recorded in said Recorder's Office as document No. 19305312 (said Easterly property line being here a curved line, 15 feet Westerly of and concentric with the center line of a switch track convexed to the West and having a radius of 549.14 feet) a distance of 85.22 feet (arc).

thence continuing Northwardly along said Easterly property line, being here a straight line parallel to said center line, a distance of 22.10 feet;

thence West along a straight line a distance of 56.00 feet to a point which is 80.00 feet South from the point of beginning and on a line which extends Southward, parallel with the East line of the West half of the Southwest quarter of Section 35, from said point of beginning, and

thence North along said parallel line said distance of 80.00 feet to the point of beginning

ALSO

A parcel of land situated in the West half of the Northwest quarter of section 2, Township 38 North, Range 13 East of the Third Principal Meridian, which is bounded and described as follows:

Beginning on the North line of said West half of the Northwest quarter of Section 2, at a point thereon which is 392.00 feet, measured perpendicularly, West from the East line of said West half of the Northwest quarter of Section 2 and running

86 082 412

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

217 505 415

[Faint, mostly illegible text throughout the page, likely bleed-through from the reverse side of the document.]



thence South along a line which is 392.00 feet, measured perpendicularly West from and parallel with the East line of said West half of the Northwest quarter of Section 2, a distance of 463.07 feet to a point on the Southwesterly line of the property conveyed to Arthur E. Nelson by deed recorded in the Recorder's Office of Cook County, Illinois on November 17, 1964 as document No. 19305314;

thence Northwestwardly along said Southwesterly property line, being here the arc of a circle convex to the Northeast and having a radius of 566.00 feet a distance of 198.92 feet to the point of intersection of said Southwesterly property line with a line which is 552.00 feet measured perpendicularly West from and parallel with said East line of the West half of the Northwest quarter of Section 2;

thence North along said last described parallel line a distance of 231.61 feet to a point which is 116.81 feet measured perpendicularly South from said North line of the West half of the Northwest quarter of Section 2 and

thence Northeastwardly along a straight line a distance of 197.63 feet to the point of beginning

and for the benefit of Parcel 6 as created by grant from Crawford Real Estate Development Company, an Illinois corporation, to Arthur E. Nelson dated June 15, 1969 and recorded July 24, 1969 as document 20909976 for ingress and egress and passageway over:

a strip of land lying in the West half of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian more particularly described as follows:

Beginning at a point in a line 100 feet East of and parallel to the West line of South Pulaski Road, formerly South Crawford Avenue, said line being the East line of South Pulaski Road, which point is 1385 feet South of the North line of said Section 2 measured parallel to the West line of said Section 2, thence East along a straight line parallel to said South line of the West half of the Northwest quarter of Section 2 to its intersection with a straight line West of, parallel to and 158 feet (measured parallel to said South line) West of the East line of said West half of the Northwest quarter of Section 2, said line being the North line of West 41st Street, a private street. The South line of said strip is a straight line parallel to and 66 feet South of the North line of said strip (West 41st Street) in Cook County, Illinois.

ALSO

PARCEL 12:

Easement for the benefit of Parcel 6 as created by grant from the Chicago River and Indiana Railroad Company to Arthur H. Nelson dated

86  
082  
412

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

88  
71  
71  
51

11-11-2007

not a true copy of the original document. The original document is the only one that should be used for any purpose.

June 16, 1967 and recorded November 22, 1967 as document 20330711 for ingress and egress and passageway over a strip of land in the West half of the Northwest quarter of Section 2, Township 38 North Range 13 East of the Third Principal Meridian lying 16.5 feet on either side of a center line described as follows:

Commencing at the Northeast corner of said West half of the Northwest quarter of said Section 2 thence South along the East line of said West half of the Northwest quarter a distance of 1419.50 feet thence West along a line perpendicular to said East line 90 feet to the point of beginning for the aforesaid center line; thence West along said line extended to a point 158 feet West of the East line of said West half of the Northwest quarter aforesaid all in Cook County, Illinois.

ALSO

PARCEL 13:

A parcel of land 40 feet in width, in the West half of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois the West line being the East line of South Pulaski Road (formerly Crawford Avenue) the East line being a line East of, parallel to and distant 140 feet by rectangular measurement from the West line of South Pulaski Road, said strip of land extending South from the Southerly line of a parcel of land conveyed by the Continental Illinois National Bank and Trust Company to The Chicago River and Indiana Railroad Company by deed dated July 13, 1933 recorded in the Recorder's Office of Cook County, Illinois as document 11263410 in Book 30771 Page 196 to a line parallel to the South line of the West half of the Northwest quarter of said Section 2, & distant 1162 feet Southerly from the North line of said Section 2 measured along the West line of said Section 2.

86 082 412

X AN known as 3901 S. Pulaski Chicago IL.  
3811 W 38th St " "

X PIN 16-34-403-012  
16-35-300-023, 026, 027, 031, 032  
19-02-100-021, 025, 030, 034, 035, 036  
19-03-201-029

Recorder's Office

# UNOFFICIAL COPY

Case No. \_\_\_\_\_

IN SENATE  
JANUARY 15, 1908

Property of Cook County Clerk's Office

SP. 005 415

RECORDED  
INDEXED