

# UNOFFICIAL COPY

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198 ACRE PARCEL

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BOX 333 - HV

Prepared by and when recorded  
return to:  
Gary A. Anderson  
Polsinelli, White, Vardeman  
& Shalton  
4705 Central  
Kansas City, Missouri 64112

Property Address:  
198 acres on the  
North side of Lincoln  
Highway and West side  
of Cicero Avenue  
Matteson, Illinois

# 23.00

71-18-244  
D-3

## SUBORDINATED ASSIGNMENT OF RENTS, LEASES, AND OTHER BENEFITS

THIS ASSIGNMENT, made as of July 15, 1987, by and between FIRST NATIONAL BANK OF BLUE ISLAND, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 87028 DATED MARCH 16, 1987 ("Trustee"), and MID-CONTINENT BUILDERS, INC., an Illinois corporation, the owner of one hundred percent (100%) of the beneficial interest of the Trust ("Beneficiary") whose address for notice purposes is 600 Holiday Plaza Drive, Suite 300, Matteson, Illinois 60443 (Trustee and Beneficiary hereinafter collectively called "Assignor"), and METRO NORTH STATE BANK, a Missouri banking corporation, whose address for notice purposes is 8320 North Oak Trafficway, Kansas City, Missouri 64155 (hereinafter called "Assignee"),

### WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and irrevocably bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under leases and lease guaranties together with any and all future leases and lease guaranties hereinafter entered into by Assignor relating to the premises described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), and all amendments, extensions and renewals of said leases and lease guaranties and any of them, all of which are hereinafter called the "Leases"; and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, and all income, profits, revenues, royalties, bonuses, accounts, equitable and contract rights, general intangibles and benefits in any way pertaining to or on account of the use of the Premises (hereinafter called the "Property Income").

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### Permanent Real Estate Tax Index Numbers:

31-16-402-001-0000  
31-16-403-003-0000  
31-21-200-002-0000  
31-21-201-003-0000  
31-21-201-005-0000  
31-21-201-007-0000

31-21-202-015-0000  
31-21-202-016-0000 ✓  
31-21-202-017-0000 ✓  
31-16-403-002-0000 ✓  
31-21-201-006-0000 ✓  
31-21-202-018-0000 ✓

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Assignor warrants, covenants and agrees with Assignee, and its successors and assigns, as follows:

1. Except for the prior assignment to Assignee as hereinafter defined and described, Assignor is the sole owner of the entire lessor's interest in the Leases and is the sole owner of the Property Income and Assignor has not executed any other assignment of any of the Leases or the Property Income, and has not done and shall not do anything which might prevent Assignee from fully exercising its rights under this Assignment.

2. The Leases are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated or renewed, nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. No Leases have been or will be entered into except for actual occupancy of the Premises by the lessees thereunder.

4. There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and Assignor will fulfill or perform each and every condition and covenant of each of the Leases by lessor to be fulfilled or performed, give prompt notice to Assignee of any notice of default either given or received by Assignor under any of the Leases together with a complete copy of any such notice; and Assignor shall, at the sole cost and expense of Assignor, enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition of all such Leases by the lessee(s) to be performed or observed.

5. Assignor has not collected or accepted payment of rent under any of the Leases more than one month in advance.

6. Assignor shall not, without the prior written consent of Assignee, (i) execute any other assignment of the Leases or the Property Income, or (ii) execute any future leases of any portion of the Premises, or (iii) terminate or consent to the cancellation or surrender of any Leases or tenancy of the Premises or of any part thereof, now existing or hereafter to be made, or (iv) modify, alter or amend any Lease or tenancy including without limitation, shortening the unexpired term thereof or decreasing the amount of the rents payable thereunder, or (v) accept prepayments more than 30 days prior to the due date of any installments of rents to become due and payable under any Leases or tenancies, or (vi) accept any security deposit equal to more than two (2) months' rent, or (vii) consent to an assignment or subletting, in whole or in

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part, or (viii) cause or permit any Leases or tenancies to be subordinated to any lien on the Premises, except the lien of the Mortgage referenced below.

7. Assignor shall and does hereby assign and transfer to Assignee any and all subsequent leases and lease guaranties upon all or any part of the Premises and shall execute and deliver at the request of Assignee all such further assurances and assignments as Assignee shall from time to time require or deem necessary.

8. Each of the Leases shall remain in full force and effect irrespective of any merger of the interests of the lessor and lessee under any of the Leases.

9. Assignor shall furnish to Assignee, within thirty (30) days after a request by Assignee to do so, a written statement containing the names of all lessees or occupants of the Premises, the terms of their respective Leases or tenancies, the spaces occupied and the rentals paid. Upon Assignee's demand, Assignor shall provide estoppel certificates in form satisfactory to Assignee from all lessees of the Premises.

10. Assignor shall, at its sole cost and expense, appear in and defend any action or proceeding arising under or in any manner related to any of the Leases.

The parties further agree as follows:

This Assignment is absolute and effective immediately. Notwithstanding the foregoing, Assignor shall have a license to receive, collect and enjoy the Property Income accruing from the Premises until a default has occurred under the terms and conditions of the Promissory Notes ("Notes"), the Secured Credit Agreement, the Continuing Unlimited Guaranty ("Guaranty"), a certain Subordinated Mortgage and Security Agreement upon the Premises ("Mortgage") and all other loan documents given as security (all collectively hereinafter referred to as the "Security Documents"); and upon such default such license shall cease automatically, without need of notice, possession, foreclosure, or any other act or procedure, and all Property Income assigned hereby shall thereafter be payable directly to Assignee; except that such license shall be reinstated automatically by acceptance by Assignee of any cure of any such default by Assignor, unless Assignee shall notify Assignor that acceptance of such cure shall not reinstate such license.

Assignee may demand, collect, receive and give complete acquittances for any and all Property Income accruing from the Premises, and at Assignee's discretion file any claim or take

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any other action or proceeding and make any settlement of any claims which Assignee may deem necessary or desirable in order to collect and enforce the payment of the Property Income. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases, or otherwise, to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect to all payments so made.

After an Event of Default under any of the Security Documents and the expiration of any applicable cure period, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the Property Income assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor with full power to use and apply all of the Property Income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making same rentable, attorneys' fees (to the extent allowed by law) incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee is granted full power and authority to create new Leases, cancel or surrender Leases, to renew, alter or amend Leases, to make concessions to lessees under the Leases, to exercise any and all landlord's liens and other rights and remedies Assignor would be entitled to under the Leases or by law, or to take any other action to enforce the terms of the Leases as provided therein or by law. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. Assignor hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage including without limitation reasonable attorneys' fees

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which may or might be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee nor shall it operate to make Assignee liable for any waste of the Premises by the lessee under any of the Leases or any 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 lessee, licensee, employee or stranger.

Assignee may, at its option, although it shall not be obligated so to do, perform any lease covenant for and on behalf of Assignor and any monies expended in so doing shall be chargeable with interest to Assignor at the Default Rate provided in the Promissory Notes set forth on Exhibit B attached hereto.

Waiver of or acquiescence by Assignee in any default by Assignor, or failure of Assignee to insist upon strict performance by Assignor of any warranties or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of but are in addition to any other rights or remedies which Assignee shall have under the Promissory Notes, the Guaranty, the Secured Credit Agreement, Mortgage or any other of the Security Documents or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All notices to be given pursuant to this Assignment shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, or by overnight courier service to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail or with an overnight courier service.

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The term "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

This Assignment shall terminate automatically when the Mortgage is fully released and discharged. This Assignment shall be governed by the laws of the State of Illinois.

This Assignment is expressly subordinated to any rights to the Property Income of Assignee under that certain Mortgage and Security Agreement dated as of July 15, 1987 and that Certain Assignment of Rents, Leases and Other Benefits dated as of July 15, 1987.

In the event of any conflict between any of the provisions set forth herein and the Mortgage, the provisions of the Mortgage shall control.

This Assignment is executed by Mortgagor, not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it, as Trustee aforesaid (and it hereby represents that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming an interest pursuant to this instrument that Trustee has executed this instrument solely for the purpose of subjecting the title holding interest and the trust estate under the aforesaid Trust to the terms of this instrument; that no personal liability or personal responsibility is assumed by nor shall, at any time, be asserted or enforceable against Trustee personally on account of this instrument or on account of any representation, obligation, duty, covenant or agreement contained herein, either express or implied; all such personal liability, if any, being expressly waived and released; and further, that no duty shall rest upon Trustee, either personally or as Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising pursuant to the terms of this instrument, except where acting pursuant to direction, as provided by the terms of the Trust Agreement aforesaid, and after being first supplied with funds required

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for such purpose. In the event of any conflict between the terms of this paragraph and the remainder of this instrument, or in the event of any question of apparent liability or obligation resting upon Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be executed in accordance with all necessary procedures on the date first above written.

ASSIGNOR:

FIRST NATIONAL BANK OF BLUE ISLAND,  
A NATIONAL BANKING ASSOCIATION, AS  
TRUSTEE UNDER TRUST AGREEMENT DATED  
MARCH 16, 1987 AND KNOWN AS TRUST  
NUMBER 87028

ATTEST:

By: William H. Thomson  
Printed Name: William H. Thomson  
Its: VICE PRESIDENT & TRUST OFFICER

By: Edward K. Aldworth  
Printed Name: Edward K. Aldworth  
Its: ATT. Secretary

MID-CONTINENT BUILDERS, INC.  
an Illinois corporation

ATTEST:

By: Reva K. Stillman By: Gerald A. Stillman  
Reva K. Stillman, Secretary Gerald A. Stillman, President

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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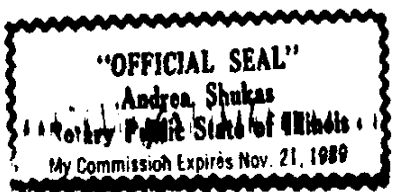
STATE OF ILLINOIS )  
COUNTY OF DuPage ) ss.  
COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that William H. Thompson, the Vice President of FIRST NATIONAL BANK OF BLUE ISLAND, A NATIONAL ASSOCIATION ("Trust") and Edward V. Aldworth, the Asst. Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as subscribed to the foregoing instrument as such Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of Trust, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that as custodian of the corporate seal of Trust, did affix the said corporate seal thereof to said instrument as his own free and voluntary act, and as the free and voluntary act of Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23<sup>RD</sup> day of July, 1987.

Andrea Shukas  
Notary Public

My Commission Expires: 11/21/89



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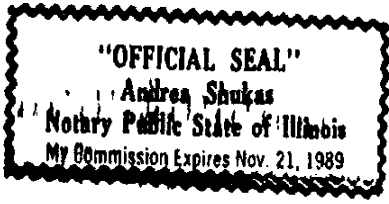
STATE OF Illinois )  
COUNTY OF DeKalb ) ss.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Gerald A. Stillman and Reva K. Stillman, personally known to me to be the President and Secretary, respectively, of MID-CONTINENT BUILDERS, INC., and Illinois corporation ("Corporation"), and 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 and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of Corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that as custodian of the corporate seal of Trust, did affix the said corporate seal thereof to said instrument as her own free and voluntary act, and as the free and voluntary act of Trust, for the uses and purposes therein set forth.

July GIVEN under my hand and Notarial Seal this 23 day of July, 1987.

Andrea Shukas  
Notary Public

My Commission Expires: 11/21/89



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EXHIBIT A

PARCEL I:

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 16, LYING EAST OF THE EAST RIGHT OF WAY LINE OF THE SOUTH EXPRESSWAY (F. A. I. 57), EXCEPTING THEREFROM THE EAST 1150.00 FEET OF THE SOUTH 950.24 FEET THEREOF. AND EXCEPTING THAT PART OF THE EAST 70.00 FEET THEREOF LYING NORTH OF THE SOUTH 950.24 FEET THEREOF, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO *31-16-402-001 31-16-403-003 J.M.*  
 THAT PART OF THE NORTH EAST 1/4 OF SECTION 21, LYING EASTERLY AND NORTHERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH EXPRESSWAY (F. A. I. 57) AND WESTERLY OF THE FOLLOWING DESCRIBED LINES:  
 BEGINNING AT THE NORTH WEST CORNER OF THE EAST 1150.00 FEET OF SAID NORTH EAST 1/4; THENCE SOUTHERLY ON THE WEST LINE OF THE EAST 1150.00 FEET OF SAID NORTH EAST 1/4 813.89 FEET TO THE NORTH LINE OF THE SOUTH 316.50 FEET OF THE NORTH 1/2 OF SAID NORTH EAST 1/4; THENCE EASTERLY ON SAID NORTH LINE 1080.00 FEET TO THE WEST LINE OF THE EAST 70.00 FEET OF SAID NORTH EAST 1/4; THENCE SOUTHERLY ON SAID WEST LINE 316.50 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTH EAST 1/4, AND ALSO TO THE NORTH EAST CORNER OF LOT 1 IN VENTURE'S SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SAID NORTH EAST 1/4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23968407, THENCE WESTERLY ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTH EAST 1/4 AND ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 325.00 FEET TO A NORTH WEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 1393.38 FEET TO A NORTH WEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 243.69 FEET TO THE SOUTH WEST CORNER OF SAID LOT 1 AND ALSO TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTH EXPRESSWAY (F. A. I. 57) ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL II:

*31-21-201-007  
 31-21-201-006  
 31-21-201-005  
 31-21-201-005*

THAT PART OF LOT 1 IN VENTURE'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23968407, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 37 MINUTES 02 SECONDS WEST (SOUTH 89 DEGREES 36 MINUTES 59 SECONDS WEST RECORD) ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 524.66 FEET (525 FEET RECORD) TO A NORTH WEST CORNER OF SAID LOT 1; THENCE SOUTH 45 DEGREES 40 MINUTES 40 SECONDS WEST (SOUTH 45 DEGREES 40 MINUTES 38 SECONDS WEST RECORD) ON THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 314.16 FEET TO THE WEST LINE OF THE EAST 820.00 FEET OF SAID NORTH EAST 1/4; THENCE NORTH 85 DEGREES 29 MINUTES 23 SECONDS EAST 331.05 FEET; THENCE SOUTH 44 DEGREES 20 MINUTES 24 SECONDS EAST 256.21 FEET; THENCE NORTH 89 DEGREES 50

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MINUTES 48 SECONDS EAST 221.39 FEET TO THE EAST LINE OF SAID LOT 1;  
THENCE NORTH 00 DEGREES 09 MINUTES 12 SECONDS WEST (NORTH 00 DEGREES 08  
MINUTES 10 SECONDS EAST RECORD) ON SAID EAST LINE, 375.00 FEET TO THE  
POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL III:

THE SOUTH 950.24 FEET OF THE EAST 1150.00 FEET (EXCEPT THE EAST 70.00  
FEET THEREOF) OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION  
16, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS;

PARCEL IV:

THE EAST 1150.00 FEET (EXCEPT THE SOUTH 516.50 FEET THEREOF AND EXCEPT  
THE EAST 70.00 FEET THEREOF) OF THE NORTH EAST 1/4 OF THE NORTH EAST  
1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL V:

THAT PART OF LOT 1 IN VENTURE'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF  
THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS  
DOCUMENT 23968407, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED  
BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE WEST LINE  
OF SAID LOT 1 A DISTANCE OF 243.72 FEET (243.69 FEET RECORD) TO A NORTH  
WEST CORNER OF SAID LOT 1; THENCE NORTH 45 DEGREES 40 MINUTES 40  
SECONDS EAST (NORTH 45 DEGREES 40 MINUTES 38 SECONDS EAST RECORD) ON  
THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 432.67 FEET; THENCE  
SOUTH 44 DEGREES 19 MINUTES 20 SECONDS EAST, PERPENDICULAR TO SAID  
NORTHWESTERLY LINE, 525.20 FEET TO THE EASTERLY EXTENSION OF THE NORTH  
LINE OF LOT 2 IN SAID VENTURE'S SUBDIVISION; THENCE CONTINUING SOUTH 44  
DEGREES 19 MINUTES 20 SECONDS EAST, 10.10 FEET ALONG SAID PERPENDICULAR  
LINE; THENCE SOUTH 45 DEGREES 40 MINUTES 40 SECONDS WEST, 104.71 FEET,  
PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1 TO THE EAST LINE OF  
SAID LOT 2; THENCE NORTH 00 DEGREES 01 MINUTES 22 SECONDS WEST (NORTH  
00 DEGREES 00 MINUTES 00 SECONDS WEST RECORD), 61.04 FEET ALONG THE  
EAST LINE OF SAID LOT 2 TO THE NORTH EAST CORNER OF SAID LOT 2; THENCE  
NORTH 89 DEGREES 26 MINUTES 35 SECONDS WEST (NORTH 89 DEGREES 30  
MINUTES 19 SECONDS WEST RECORD) ON SAID NORTH LINE OF SAID LOT 2 A  
DISTANCE OF 225 FEET TO THE NORTH WEST CORNER OF SAID LOT 2; THENCE  
SOUTH 00 DEGREES 01 MINUTES 22 SECONDS EAST (SOUTH 00 DEGREES 00  
MINUTES 00 SECONDS EAST RECORD) ON THE WEST LINE OF SAID LOT 2 A  
DISTANCE OF 224.64 FEET (225.00 FEET RECORD) TO THE SOUTH WEST CORNER  
OF SAID LOT 2; THENCE NORTH 89 DEGREES 30 MINUTES 19 SECONDS WEST ON

31-21-202-017 BAO  
31-21-202-016 J.M.

31-16-403-002 HAO J.M.

81-21-201-006  
J.M.

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31-21-202-018

BAO J.M.

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THE SOUTH LINE OF SAID LOT 1, 194.60 FEET (193.95 FEET RECORD); THENCE NORTH 80 DEGREES 04 MINUTES 51 SECONDS WEST ON SOUTH LINE OF SAID LOT 1, 179.67 FEET TO A POINT OF CURVATURE ON SAID SOUTH LINE; THENCE NORTHWESTERLY ON SAID SOUTH LINE, BEING A CURVE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 763.94 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79 DEGREES 04 MINUTES 13 SECONDS WEST, 26.94 FEET (27.67 FEET RECORD) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL VI:

THAT PART OF LOT 1 IN VENTURE'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23968407, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE WEST LINE OF SAID LOT 1 A DISTANCE OF 243.72 FEET (243.69 FEET RECORD) TO A NORTH WEST CORNER OF SAID LOT 1; THENCE NORTH 45 DEGREES 40 MINUTES 40 SECONDS EAST (NORTH 45 DEGREES 40 MINUTES 38 SECONDS EAST RECORD) ON THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 452.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 45 DEGREES 40 MINUTES 40 SECONDS EAST (NORTH 45 DEGREES 40 MINUTES 38 SECONDS EAST RECORD) ON SAID NORTHWESTERLY LINE, 626.19 FEET TO THE WEST LINE OF THE EAST 820.00 FEET OF SAID NORTH EAST 1/4; THENCE NORTH 85 DEGREES 29 MINUTES 23 SECONDS EAST 351.05 FEET; THENCE SOUTH 45 DEGREES 40 MINUTES 40 SECONDS WEST PARALLEL WITH SAID NORTHWESTERLY LINE, 895.85 FEET TO A POINT ON A LINE WHICH EXTENDS PERPENDICULAR TO SAID NORTHWESTERLY LINE FROM SAID POINT OF BEGINNING; THENCE NORTH 44 DEGREES 19 MINUTES 20 SECONDS WEST ON SAID PERPENDICULAR LINE, 226.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL VII:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS II, V AND VI AS SET FORTH IN WARRANTY DEED IN TRUST FROM THE MAY DEPARTMENT STORES COMPANY, A NEW YORK CORPORATION, TO THE FIRST NATIONAL BANK OF BLUE ISLAND, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 12, 1987 AND KNOWN AS TRUST NUMBER 87022 DATED FEBRUARY 27, 1987 AND RECORDED MARCH 3, 1987 AS DOCUMENT 87114887, AS FOLLOWS:

THAT PART OF LOT 1 IN VENTURE'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23968407, DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 THAT IS 375 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 1; THENCE CONTINUING SOUTH 70 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE WEST 221.39 FEET, PERPENDICULAR TO THE PREVIOUSLY DESCRIBED

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COURSE; THENCE NORTH 70 FEET PERPENDICULAR TO THE PREVIOUSLY DESCRIBED COURSE; THENCE EAST 221.39 FEET, PERPENDICULAR TO THE PREVIOUSLY DESCRIBED COURSE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

## PARCEL VIII:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS II, V AND VI AS SET FORTH IN WARRANTY DEED IN TRUST FROM THE MAY DEPARTMENT STORES COMPANY, A NEW YORK CORPORATION, TO THE FIRST NATIONAL BANK OF BLUE ISLAND, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 12, 1987 AND KNOWN AS TRUST NUMBER 87022 DATED FEBRUARY 27, 1987 AND RECORDED MARCH 3, 1987 AS DOCUMENT 87114887, AS FOLLOWS:

THAT PART OF LOT 1 IN VENTURE'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23968407, DESCRIBED AS COMMENCING AT THE SOUTH EAST CORNER OF LOT 2 IN SAID VENTURE'S SUBDIVISION; THENCE SOUTH 89 DEGREES, 30 MINUTES, 19 SECONDS EAST 171.93 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 90 DEGREES EAST 31.50 FEET ALONG SAID SOUTH LINE, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 144 FEET, PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 90 0 DEGREES, 0 MINUTES, 0 SECONDS WEST 122.72 FEET; THENCE NORTH 44 DEGREES, 19 MINUTES, 20 SECONDS WEST 56.72 FEET, PERPENDICULAR TO NORTHWESTERLY LINE OF SAID LOT 1 TO A LINE THAT IS 535.30 FEET PERPENDICULARLY DISTANT FROM THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 45 DEGREES, 40 MINUTES, 40 SECONDS EAST 48.11 FEET, PARELLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTH 44 DEGREES, 19 MINUTES, 20 SECONDS EAST 39.40 FEET; THENCE NORTH 90 DEGREES EAST 200.40 FEET TO A LINE THAT IS 303.43 FEET PERPENDICULARLY DISTANT EAST FROM AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES WEST 190 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES WEST, 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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