

UNOFFICIAL COPY

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ASSIGNMENT OF RENTS AND LEASES

87030442

THIS ASSIGNMENT, made the 17th day of December, 1986 between **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not individually, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated April 6, 1981 and known as Trust Number 52403 (hereinafter called the "Assignor"), and **EXCHANGE NATIONAL BANK OF CHICAGO** (hereinafter called the "Assignee").

WITNESSETH

THAT WHEREAS, Donald Schimek and James Stancel, beneficiaries of Assignor (hereinafter called "Borrower") are justly indebted to Assignee for money borrowed in the aggregate principal sum of THREE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$350,000.00) or such sum as may be outstanding from time to time pursuant to that certain Mortgage Promissory Note of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called "the Mortgage" and the terms of which Note and which Mortgage are hereby incorporated herein by reference) upon certain property (herein called "said Property") in the County of Cook and State of Illinois, to-wit:

(See Exhibit "A")

NOW, THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in any of this Assignment of Rents and Leases, in the Mortgage, or in any Construction Loan Commitment or other instrument given in connection with the borrowing of the Indebtedness and referred to in said Note on the Mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof which is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the Holder or Holders of the Note or the Mortgage, enter upon, take and

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maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said Property from time to time either by purchase, repair, or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all moneys arising as aforesaid:

- (1) To the payment of the interest from time to time accrued and unpaid on the said Note;
- (2) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;
- (3) To the payment of any and all other charges secured by or created under the said Mortgage; and
- (4) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in 1), 2), and 3) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default in the payment of the indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the following Property for the terms shown:

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4515 W. 44th Street, Chicago, Illinois

Concerning each lease hereinabove described, in the event that Assignor is in default under this Assignment, the Mortgage or the Note, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

- (1) Cancel or terminate such lease for any reason whatsoever (irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof; or accept a surrender of such lease;
- (2) Reduce the rent provided for in such lease; or modify such lease in any way, either orally or in writing; or grant any concession in connection with such lease, either orally or in writing;
- (3) Consent to any assignment of the interest of the tenant in the lease, or to any sub-letting thereof;
- (4) Accept any rent payable under the lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.

Any default on the part of Assignor hereunder shall constitute a default of Assignor under the Mortgage.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of 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 of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

If Assignor shall pay all the indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

Assignor hereby releases and waives all rights, if any, of Assignor under or by virtue of the Homestead Exemption Laws of the State of Illinois.

This Assignment shall be governed and controlled by the laws of the State of Illinois.

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This Assignment is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said Assignor or on said Trust personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Assignor and its successors and said Trustee personally are concerned, the legal holder or holders of said Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant-Trust Officer the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee
as aforesaid and not personally

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

Vice-President-Trust Officer

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STATE OF ILLINOIS)

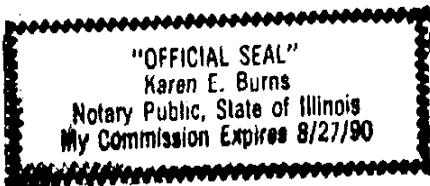
) SS

COUNTY OF COOK)

I, KAREN E. BURNS, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that J. MICHAEL WHELAN Vice-President-Trust Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and Peter H. Johanson

Assistant-Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant-Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant-Trust Officer then and there acknowledged that said Assistant-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant-Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this DEC 31 1986 day of , 1986.



Karen E. Burns
Notary Public

My Commission Expires:

This Document Prepared By:
David E. Zarski
120 S. LaSalle Street
Chicago, IL 60603

Record and Return To:
Exchange National Bank of Chicago
120 S. LaSalle Street
Chicago, IL 60603
Attn: Mr. Ward Nixon

Address of Property:
4515 W. 44th Street
Chicago, Illinois
P.L.N. No. 19-03-400-191-0000

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EXHIBIT "A"

THAT PART OF LOT "B" IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 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 OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, ON APRIL 29, 1897, IN BOOK 67 OF PLATS, PAGE 44, AS DOCUMENT NUMBER 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST 44TH STREET (A PRIVATE STREET), BEING A LINE 349.19 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID SECTION 3, WITH A LINE 713.07 FEET, MEASURED ALONG SAID SOUTH STREET LINE, WEST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, OF SAID SECTION 3; AND RUNNING THENCE WEST ALONG SAID SOUTH LINE OF WEST 44TH STREET, A DISTANCE OF 302.03 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE LANDS CONVEYED TO CRAWFORD REAL ESTATE DEVELOPMENT COMPANY BY DEED DATED AUGUST 26, 1958, AND RECORDED IN SAID RECORDER'S OFFICE ON SEPTEMBER 4, 1958 AS DOCUMENT NUMBER 17307420,

THENCE SOUTHEASTWARDLY ALONG SAID WESTERLY LINE (BEING A STRAIGHT LINE EXTENDING SOUTHEASTWARDLY FROM A POINT WHICH IS 2315.08 FEET NORTH FROM THE SOUTH LINE AND 1015.21 FEET WEST FROM THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 3, MEASURED ALONG LINES PARALLEL WITH THE EAST AND SOUTH LINES THEREOF RESPECTIVELY, TO A POINT WHICH IS 2166.28 FEET NORTH FROM THE SOUTH LINE AND 975.63 FEET WEST FROM THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 3, MEASURED ALONG LINES PARALLEL WITH THE EAST AND SOUTH LINES THEREOF RESPECTIVELY), A DISTANCE OF 75.00 FEET;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 33.15 FEET TO A POINT WHICH IS 103.25 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE SOUTH LINE OF SAID WEST 44TH STREET AND WHICH IS 983.99 FEET, MEASURED PARALLEL WITH SAID SOUTH STREET LINE, WEST FROM SAID NORTH AND SOUTH CENTER LINE OF SECTION 3;

THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 343.80 FEET TO A POINT WHICH IS 299.15 FEET, MEASURED PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, SOUTH FROM SAID SOUTH LINE OF WEST 44TH STREET, AND 724.07 FEET, MEASURED PARALLEL WITH SAID SOUTH STREET LINE, WEST FROM SAID NORTH AND SOUTH CENTER LINE OF SECTION 3;

THENCE SOUTH ALONG A LINE PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, A DISTANCE OF 20.97 FEET TO THE NORTH WEST CORNER OF A STRIP OF LAND CONVEYED TO PACIFIC CAR AND FOUNDRY COMPANY BY DEED RECORDED IN SAID RECORDER'S OFFICE ON THE 6TH DAY OF JANUARY, 1970, AS DOCUMENT NUMBER 21051178;

THENCE EAST ALONG THE NORTH LINE OF SAID STRIP OF LAND SO CONVEYED, A DISTANCE OF 11.00 FEET TO AN INTERSECTION WITH SAID LINE 713.07 FEET, MEASURED ALONG THE SOUTH LINE OF WEST 44TH STREET, WEST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; AND THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 320.12 FEET TO THE POINT OF BEGINNING;.

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EXHIBIT "A"

PAGE 2 CONTINUED-

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:
THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS
A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3
MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3
AND MEASURED 2642.84 FEET EAST FROM THE NORTH WEST CORNER OF SAID
SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED
2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND
MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION
3;

THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A
STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3
MEASURED 2597.19 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION
3 AND MEASURED 2669.54 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID
SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED
2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND
MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION
3.

County Clerk's Office

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EXHIBIT "A"

THAT PART OF LOT "B" IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 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 OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, ON APRIL 29, 1897, IN BOOK 67 OF PLATS, PAGE 44, AS DOCUMENT NUMBER 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST 44TH STREET (A PRIVATE STREET), BEING A LINE 349.19 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID SECTION 3, WITH A LINE 713.07 FEET, MEASURED ALONG SAID SOUTH STREET LINE, WEST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, OF SAID SECTION 3; AND RUNNING THENCE WEST ALONG SAID SOUTH LINE OF WEST 44TH STREET, A DISTANCE OF 302.03 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE LANDS CONVEYED TO CRAWFORD REAL ESTATE DEVELOPMENT COMPANY BY DEED DATED AUGUST 26, 1958, AND RECORDED IN SAID RECORDER'S OFFICE ON SEPTEMBER 4, 1958 AS DOCUMENT NUMBER 17307420;

THENCE SOUTHEASTWARDLY ALONG SAID WESTERLY LINE (BEING A STRAIGHT LINE EXTENDING SOUTHEASTWARDLY FROM A POINT WHICH IS 2315.08 FEET NORTH FROM THE SOUTH LINE AND 1015.21 FEET WEST FROM THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 3, MEASURED ALONG LINES PARALLEL WITH THE EAST AND SOUTH LINES THEREOF RESPECTIVELY, TO A POINT WHICH IS 2166.28 FEET NORTH FROM THE SOUTH LINE AND 925.63 FEET WEST FROM THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 3, MEASURED ALONG LINES PARALLEL WITH THE EAST AND SOUTH LINES THEREOF RESPECTIVELY), A DISTANCE OF 75.00 FEET;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 33.15 FEET TO A POINT WHICH IS 103.25 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE SOUTH LINE OF SAID WEST 44TH STREET AND WHICH IS 983.99 FEET, MEASURED PARALLEL WITH SAID SOUTH STREET LINE, WEST FROM SAID NORTH AND SOUTH CENTER LINE OF SECTION 3;

THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 343.80 FEET TO A POINT WHICH IS 299.15 FEET, MEASURED PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, SOUTH FROM SAID SOUTH LINE OF WEST 44TH STREET, AND 724.07 FEET, MEASURED PARALLEL WITH SAID SOUTH STREET LINE, WEST FROM SAID NORTH AND SOUTH CENTER LINE OF SECTION 3;

THENCE SOUTH ALONG A LINE PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, A DISTANCE OF 20.97 FEET TO THE NORTH WEST CORNER OF A STRIP OF LAND CONVEYED TO PACIFIC CAR AND FOUNDRY COMPANY BY DEED RECORDED IN SAID RECORDER'S OFFICE ON THE 6TH DAY OF JANUARY, 1970, AS DOCUMENT NUMBER 21051178;

THENCE EAST ALONG THE NORTH LINE OF SAID STRIP OF LAND SO CONVEYED, A DISTANCE OF 11.00 FEET TO AN INTERSECTION WITH SAID LINE 713.07 FEET, MEASURED ALONG THE SOUTH LINE OF WEST 44TH STREET, WEST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; AND THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 320.12 FEET TO THE POINT OF BEGINNING;.

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EXHIBIT "A"

PAGE 2 CONTINUED-

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:
THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS
A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3
MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3
AND MEASURED 2642.84 FEET EAST FROM THE NORTH WEST CORNER OF SAID
SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED
2669.77 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND
MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION
3;

THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A
STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3
MEASURED 2597.17 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION
3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID
SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED
2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND
MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION
3.

DEPT-01 RECORDING \$18.40
T#3333 TRAN 3592 01/15/87 15:54:00
#7053 # A #-87-030442
COOK COUNTY RECORDER

-87-030442

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87-030442