

BOK 57 2 8 8

04-04-101-026-0000

Permanent Property Tax Numbers:
Deerfield, Illinois 60015-5202
455 Lake Cook Road

John T. Duax
Schwartz & Freeman
401 North Michigan
Suite 3400
Chicago, Illinois 60611

Street Address:
and Mail To:
This Instrument Prepared By

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 (the "Note") of the Borrower dated as of July 8, 1988, payable to the order of the

become due under or by virtue of the Leases.
of the Project Site and all other sums due or which may hereafter
Leases or any subtenants or assignees thereof, or any occupants
which Assignor may have against any obligor under any of the
Site together with any and all rights and claims of any kind
untenability caused by destruction or damage to the Project
any policy of insurance covering loss of rents resulting from
provided in any of the Leases, and all proceeds payable under
Leases upon the exercise of a cancellation privilege originally
default, the premium payable by any obligor under any of the
contributions, deficiency rents and liquidated damages following
fees, parking fees, common area maintenance, tax and insurance
rents, percentage rents, storage space facilities rents, late
contract rights, security deposits, minimum rents, additional
fixed or contingent), earnings, renewal rents, royalties,
title and interest of Assignor in and to all the rents (whether
without limiting the generality of the foregoing, all right,
or hereafter erected thereon (the "Project Site"), including,
attached hereto and made a part hereof and the improvements now
60015-5202, State of Illinois, legally described in Schedule I
estate situated at 455 Lake Cook Road, Deerfield, Illinois
made (collectively the "Leases"), relating to that certain real
amendments and supplements to and renewals thereof at any time
the Assignor under the powers hereinafter granted, including all
hereafter make or agree to, or which may be made or agreed to by
which the Assignor may have heretofore made or agreed to or may
any part of the real estate and premises hereinafter described
of, or any agreements for the use or occupancy of, the whole or
subleases, whether written or oral, or any lettings of possession
under or pursuant to any and all present or future leases or
"Assignor"), all right, title and interest of the Assignor in,
Oakton Street, Skokie, Illinois, (hereinafter referred to as the
assign, transfer and set over unto COLE TAYLOR BANK/SKOKIE, 4400
and sufficiency whereof are hereby acknowledged, does hereby
Dollars and other good and valuable consideration, the receipt
tively called the "Assignor"), in consideration of the sum of Ten
(the "Beneficiary") (the Borrower and the Beneficiary collec-
address is 455 Lake Cook Road, Deerfield, Illinois 60015-5202
Illinois 60690, and DEERFIELD RECREATION ASSOCIATES, LTD., whose
Trust Number 90763 ("Borrower") located at 33 N. LaSalle, Chicago,
AND TRUST COMPANY OF CHICAGO, not personally, but solely as
KNOW ALL MEN BY THESE PRESENTS, that AMERICAN NATIONAL BANK

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7/6/88 03:30 PM

ASSIGNMENT OF RENTS AND LEASES

Handwritten signature/initials

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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 Assignor of the Assignor's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignor 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 Assignor as the basis for the

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Project Site, 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, 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.

The Assignor warrants and borrower represents 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.

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. Assignee's power under this Assignment shall be coupled with an interest and shall be irrevocable until all the indebtedness hereby secured is paid in full.

Assignee in the face principal sum of \$2,550,000.00 expressed to bear interest prior to maturity, and after maturity until paid, as set forth in the Note, (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage and Security Agreement dated of even date herewith from the Assignor to the Assignee (the "Mortgage"), conveying and mortgaging the Project Site 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 contained herein and any and all other indebtedness intended to be secured thereby, 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 therefor or any rights of the Assignee in connection therewith, 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").

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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 project site and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage, whether before or after the 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 project site hereinafter described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and without process of law, enter upon, take and maintain possession of all or any part of said project site 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 project site, and at the expense of the project site, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the project site as may seem judicious, and pay taxes, assessments and prior or proper charges on the project site, or any part thereof, and insure and reinsure the same, and lease the project site 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 such case have the right to manage and operate the said project site and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the project site, 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. In addition, Assignor's rights to use the rents shall terminate and any rents then or thereafter coming into Assignor's possession are to be held in trust by Assignor for the benefit of Assignee and immediately delivered to Assignee; thereafter, Assignor shall have no rights to use the rents without written consent of Assignee. Immediately upon demand by Assignee, Assignor shall deliver to Assignee the originals of the leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Assignee, which endorsement and/or assignment shall be in form and substance acceptable to Assignee. Assignee, then or at any time or times thereafter, at its sole election, without notice thereof to Assignor, and without taking possession of the mortgaged property, may notify any or all of the obligors under the leases that the leases have been assigned to Assignee (in its name, in the name of Assignor or in both names) may direct said obligors thereafter to make all payments due from them under the leases directly to Assignee and Assignor, immediately upon demand by Assignee, irrevocably shall direct all obligors of the leases then and thereafter to make all payments then and thereafter due from them under the leases directly to Assignee.

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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 costs of Assignee and the issue, their respective attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the project site 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, expense, 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 project site;

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

(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 sum 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 project site.

Within fifteen (15) days after written demand therefor by Assignee or as required by the terms of the Mortgage, Assignee shall deliver to Assignee, in form and substance acceptable to Assignee, a detailed rent roll of all the leases and such other matters and information relating thereto as Assignee may reasonably request, certified by the chief financial officer (or general partner) of Assignee.

The Assignee hereby further covenants that the Assignee 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. Assignee 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. Assignee has not and shall not receive or collect any of the rents for a period of more than one month in advance (whether in cash or by promissory note), or pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the rents; and Assignee shall not waive, excuse, condone, discharge, set-off, compromise or in any manner release or discharge any obligor thereunder, of and from any material obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein.

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Assignment. Assignor hereby agrees to indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense which Assignee may or might incur by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but without limitation thereto, any claim by any obligor hereunder of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under any of the Leases more than one month in advance of the due date thereof. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including attorneys' and legal fees and expenses) shall be payable by Assignor immediately without demand, shall bear interest at the Default Rate set forth in the Note from the date of Assignee's payment thereof until repaid to Assignee, and shall be secured hereby and by the Mortgage.

Until the indebtedness secured hereby shall have been paid in full, Assignor will, upon Assignee's request, deliver to Assignee executed copies of any and all future Leases, and hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all specific assignments thereof that the Assignee may reasonably deem to be advisable for carrying out the true purposes and intent of this Assignment.

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 Project Site by the Assignee, be deemed or construed to constitute a mortgage 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. The Assignee shall not have any liability to Assignor or any one for any action taken or omitted to be taken by it hereunder, except for its gross negligence or willful misconduct. Should the Assignee incur any expense, 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 shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand, provided that Assignor's obligation to so pay shall survive payment of the indebtedness hereby secured and the release of this Assignment.

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 Project Site is located, not to further assign or encumber its rights under 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 that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

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This Assignment is executed and delivered by the 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 invested in it as such Trustee. No personal liability shall be asserted or be enforceable against the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, because or in respect of this Assignment or the making, issuance or

This Assignment shall be assignable by the Assignee in conjunction with an assignment of the Note 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. This Assignment shall be governed by the law of Illinois.

Every provision for notice, demand or request required in this Assignment or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed or sent by a recognized nationwide commercial courier, to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth previously or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the fifth (5th) day following posting as aforesaid. If sent by commercial courier, such notice, demand or request shall be deemed to have been made on the first (1st) business day after delivery to the courier.

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 suits to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Project Site after any foreclosure sale.

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.

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COCK COUNTY, MISSOURI
FILED FOR RECORD

1988 JUL 26 PM 2:42

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DEERFIELD RECREATION ASSOCIATES,
LTD., an Illinois limited
partnership, by Deerfield Fitness
Center, its general partner

Salvatore C. Buccola, General
Partner of Deerfield Fitness Center

Hazel J. Gilitz, General Partner
of Deerfield Fitness Center

its _____

AMERICAN NATIONAL BANK AND TRUST
COMPANY, not personally, but solely
as Trustee under a Trust Agreement
dated April 1, 1975 and known as
Trust Number 90763

BY: [Signature] Its: _____

ATTEST:

(SEAL)

IN WITNESS WHEREOF, the undersigned have caused these
presents to be signed as of the day and year first above written.

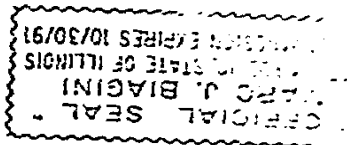
Dated as of this 8th day of July, 1988.

transfer hereof, all such liability, if any, being expressly
waived by each taker and holder hereof.

Property of Cock County Clerk's Office

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Property of Cook County Clerk's Office



SEAL

Notary Public

Mark J. Biagini

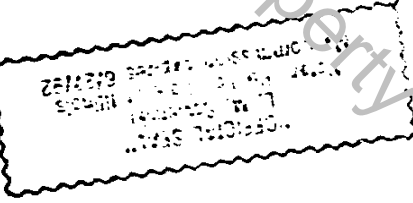
July, 1988.

GIVEN under my hand and Notarial Seal this 20th day of

Mark C. Biagini, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that SALVATORE C. BUCCOLA and HAZEL D. GILITZ, General Partners of DEERFIELD FITNESS CENTER, an Illinois limited partnership, personally known to me whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument and executed same as their free and voluntary act and as the free and voluntary act of DEERFIELD FITNESS CENTER, as the General Partner of DEERFIELD RECREATION ASSOCIATES, LTD., an Illinois limited partnership, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS.)
) COUNTY OF *DEERFIELD*)
) *MARK C. BIAGINI*)
) *CLERK*)

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Property of Cook County Clerk's Office

My Commission Expires: _____, 1988

L. M. Sovienski
Notary Public

GIVEN under my hand and Notarial Seal this _____ day of JUL 25 1988, 1988.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of AMERICAN NATIONAL BANK OF CHICAGO, _____, of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ 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 _____ then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS.)
) COUNTY OF COOK)
) L. M. SOVIENSKI

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PARCEL A:

THAT PART OF LOT 4 IN DOWNEY'S COOK COUNTY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 4 WHICH IS 55.24 FEET WEST OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES WEST ON SAID SOUTH LINE A DISTANCE OF 229.80 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST A DISTANCE OF 112.03 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 208.0 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 209.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL B:

THAT PART OF LOT 5 IN DOWNEY'S COOK COUNTY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5 WHICH IS 55.24 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 229.80 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 174.97 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 77.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL C:

EASEMENT FOR THE BENEFIT OF PARCELS A AND B AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 33495 TO JOSEPHINE M. CARLSON RECORDED APRIL 4, 1975 AS DOCUMENT 23040842 FOR INGRESS AND EGRESS, PARKING AND ROADWAY PURPOSES, OVER, UNDER AND ACROSS THE PREMISES DESCRIBED AS FOLLOWS:
LOT 5 IN DOWNEY'S COOK COUNTY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1914 AS DOCUMENT 5164976, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5 WHICH IS 55.24 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 229.80 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 174.97 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 208.0 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 77.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL D:

A NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCELS A AND B (TAKEN AS A TRACT) AND OTHER LAND FOR INGRESS, EGRESS AND ALL ROADWAY PURPOSES INCIDENT THERETO, OVER, ACROSS AND UPON THE HERETOFORE DESCRIBED PROPERTY AS FOLLOWS:
A TRACT OF LAND DESCRIBED AS LOTS 1 TO 9, BOTH INCLUSIVE, VACATED FLORENCE AVENUE, ALL AS LAID OUT IN DOWNEY'S COOK COUNTY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD

LEGAL DESCRIPTION

NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 208 FEET; THENCE NORTH 0 DEGREES EAST, A DISTANCE OF 48.0 FEET; THENCE DEGREES WEST ON THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 307.58 COMMENCING AT THE SOUTH EAST CORNER OF LOT 5; THENCE NORTH 90

DEGREES WEST ON THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 307.58 DESCRIBED PROPERTY AS FOLLOWS:
SEPTEMBER 11, 1975 AS DOCUMENT 23219246) OVER THE HEREINAFTER OF IMPROVEMENTS LOCATED ON PARCEL A OF THE MORTGAGE RECORDED MAINTAIN PART OF A CERTAIN EXISTING WALT (BEING THE NORTHERLY WALT AN EASEMENT IN FAVOR OF PARCELS A AND B (TAKEN AS A TRACT) TO

PARCEL B:

AUGUST 12, 1975 AS DOCUMENT 23185094;
CREATED BY GRANT OF EASEMENT DATED JULY 11, 1975 AND RECORDED EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, COOK COUNTY HOME ADDITION TO DEREFIELD, A SUBDIVISION OF THE EASTELY 30 FEET OF LOTS 1 TO 5, BOTH INCLUSIVE, IN DOWNEY'S HEREINAFTER DESCRIBED PROPERTY AS FOLLOWS:

(TAKEN AS A TRACT) AND OTHER LAND FOR INGRESS AND EGRESS AND ALL ROADWAY PURPOSES INCIDENT THERETO, OVER, ACROSS AND UPON THE A NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCELS A AND B

PARCEL B:

JULY 11, 1975 AND RECORDED AUGUST 12, 1975 AS DOCUMENT 23185096;
ALL IN COOK COUNTY, ILLINOIS; AS CREATED BY GRANT OF EASEMENT DATED OF SAID TRACT, A DISTANCE OF 307.58 FEET TO THE POINT OF BEGINNING, THE SOUTH LINE OF SAID TRACT; THENCE NORTH 90 DEGREES ON SOUTH LINE 420.62 FEET; THENCE SOUTH 0 DEGREES EAST, A DISTANCE OF 18 FEET TO DISTANCE OF 27 FEET; THENCE NORTH 50 DEGREES EAST A DISTANCE OF WEST A DISTANCE OF 402.70 FEET; THENCE SOUTH 0 DEGREES EAST A DISTANCE OF 282.10 FEET; THENCE NORTH 90 DEGREES SECONDS EAST, A DISTANCE OF 282.10 FEET; THENCE NORTH 90 DEGREES DISTANCE OF 17.50 FEET; THENCE SOUTH 25 DEGREES 09 MINUTES 30 287 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A THENCE NORTH 25 DEGREES 09 MINUTES 30 SECONDS WEST, A DISTANCE OF SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST A DISTANCE OF 208 FEET; DEGREES 09 MINUTES 30 SECONDS EAST A DISTANCE OF 287 FEET; THENCE SOUTH 25 DEGREES 30 SECONDS WEST, A DISTANCE OF 50 FEET; THENCE SOUTH 25 DEGREES 30 SECONDS WEST, A DISTANCE OF 50 FEET; THENCE SOUTH 64 DEGREES TRACT, A DISTANCE OF 461.21 FEET; THENCE SOUTH 64 DEGREES 25 DEGREES 09 MINUTES 30 SECONDS WEST ON THE EASTELY LINE OF SAID BEGINNING AT THE SOUTH EAST CORNER OF SAID TRACT; THENCE NORTH SAID TRACT, BOUND AND DESCRIBED AS FOLLOWS:

DEGREES EAST FROM POINT SAID POINT OF BEGINNING; ALSO THAT PART OF THE LEFT AND 34 FEET TO THE RIGHT OF A LINE EXTENDING NORTH 0 10627383) WITH A STRIP OF LAND 63 FEET IN WIDTH, BEING 29 FEET TO OF RANGENCY OF THE SOUTH LINE OF LAKE-COOK ROAD, AS PER DOCUMENT STRIP; THENCE EXTENDING NORTH 9 DEGREES EAST FROM POINT SAID POINT DISTANCE OF 37.56 FEET FOR THE POINT OF TERMINATION OF SAID 43 FOOT NORTH 33 DEGREES 55 MINUTES 15 SECONDS EAST) TO A POINT OF 147.30 FEET; (THE CHORD OF LAST DESCRIBED CURVE HAVING A BEARING OF SOUTHEASTERLY AND HAVING A RADIUS OF 136.48 FEET, A DISTANCE OF TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONCAVE 445.50 FEET; THENCE NORTH 3 DEGREES EAST, A DISTANCE OF 258.51 FEET OF THIS DESCRIPTION); THENCE NORTH 0 DEGREES EAST, A DISTANCE OF SAID TRACT HAVING A BEARING OF NORTH 90 DEGREES EAST FOR PURPOSES 68 FEET EAST OF THE SOUTH WEST CORNER THEREOF (THE SOUTH LINE OF LINE BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT OF LAND, TO THE LEFT AND 29 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED DESCRIBED AS BEING A STRIP OF LAND 43 FEET IN WIDTH, BEING 14 FEET PER DOCUMENT 10627383); SAID EASEMENT BEING MORE PARTICULARLY PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR LAKE-COOK ROAD, AS

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Property of Cook County Clerk's Office

FEET: THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 3.22 FEET, FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 96.65 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 1 FOOT; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 96.65 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST, A DISTANCE OF 1 FOOT TO THE POINT OF BEGINNING, ALL IN DONNER'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY AGREEMENT FOR PARTY WALT AND GRANT OF EASEMENT DATED JULY 14, 1975 AND RECORDED AUGUST 12, 1975 AS DOCUMENT 23185095.

ADDRESS: 455 Lake Cook Road, Deerfield, Illinois 60015-5202

PIN: 04-04-101-026-0000