

# UNOFFICIAL COPY

8836-1130

## COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 15th day of August, 1988, from LASALLE NATIONAL BANK, not personally, but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to such Trustee in pursuance of a Trust Agreement dated November 6, 1987 and known as Trust No. 112819 (the "Trustee") and COUNTY LINE SQUARE LIMITED PARTNERSHIP, an Illinois limited partnership, the sole beneficiary of the Trust Agreement pursuant to which the Trustee acts (the "Beneficiary"); the Beneficiary and the Trustee are herein referred to as the "Assignor") to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Lender");

WHEREAS, Trustee executed (i) a Promissory Note of even date herewith to the order of Lender in the principal amount of Seven Million Two Hundred Thousand and No/100 Dollars (\$7,200,000.00) (the "Note"), and (ii) a Construction Mortgage (herein called the "Mortgage"), to secure the Note, encumbering the premises (the "Premises") legally described in Exhibit A; and

WHEREAS, Beneficiary, Lender, and Trustee have entered into a Construction Loan Agreement of even date herewith (the "Loan Agreement"), which requires the execution and delivery of this Assignment;

NOW, THEREFORE, Assignor, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and as further and additional security for payment of the Note; the principal sum, interest, premiums and other indebtedness evidenced thereby; any amendments, extensions or renewals of the Note; any other indebtedness or obligation secured or guaranteed by the Mortgage; payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of this Assignment; and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained in this Assignment, the Note, the Mortgage, the Loan Agreement or any of the other "Loan Documents" (as defined in the Loan Agreement), does hereby sell, assign and transfer unto the Lender its interest in (i) the Identified Leases, if any, shown on Schedule I attached hereto; (ii) all leases or tenancies (including concessions) of the Premises or any part thereof, or any letting of or agreement for the use or occupancy of the Premises or any part thereof, whether written or oral, heretofore or hereafter made or agreed to by Assignor, or Lender in the exercise of the powers herein conferred; and (iii) any and all extensions, renewals and replacements of any of the foregoing (all of the leases, tenancies and rights described above are herein referred to as the "Leases"), together with all the rents, income, issues and profits now due and which may hereafter become due under or by virtue of the Leases, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the foregoing to Lender.

To protect and further the security of this Assignment, Assignor agrees as follows:

1. Agreements Regarding Leases. Trustee and Beneficiary agree with Lender as follows:

(a) without Lender's prior written consent, Assignor will not transfer, sell, assign, pledge, encumber or grant a security interest in any of the Leases; without Lender's prior written consent (which consent shall not be unreasonably withheld), Assignor will not consent to, suffer or permit the assignment of any leasehold estate created thereunder; any attempted assignment or subletting without Lender's written consent, whether by Assignor or by a lessee, shall be null and void;

THIS INSTRUMENT PREPARED BY  
AND RETURN AFTER RECORDING TO:

Livingston Fairbank, Esq.  
Rudnick & Wolfe  
Suite 1800  
203 North LaSalle Street  
Chicago, IL 60601



ADDRESS OF THE PREMISES:

18-30-301-001  
18-30-305-001  
PIN: 18-30-301-003

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(b) all Leases are and will be valid and enforceable in accordance with their terms, and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;

(c) Assignor will promptly notify Lender of any default or claimed default by lessor or lessee under the Leases of which it becomes aware;

(d) Assignor will not enter into, amend, or modify any lease demising all or portions of the Premises without Lender's prior written consent, and any attempted lease, demise, amendment or modification without Lender's prior written consent shall be null and void. All Leases shall provide that they are either prior to or subordinate to Lender's rights under the Mortgage, at Lender's option, and that the tenant thereunder must execute an attornment agreement at Lender's request;

(e) Assignor shall not hereafter permit any Lease to become subordinate to any lien other than the lien of the Mortgage and real estate taxes, mechanic's liens and any liens to which the Mortgage is now, or may pursuant to its terms become, subordinate, nor terminate (except in the ordinary course of business for tenant defaults), modify or amend any of the Leases or any of the terms thereof without the prior written consent of Lender, and any attempted termination, modification or amendment of any of the Leases without such written consent shall be null and void;

(f) no payment of rent has been or will be made by any lessee or by any person in possession of any portion of the Premises for more than one month's installment in advance or has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor except as permitted by the Loan Agreement, and Assignor waives any right of set-off against any lessee or any person in possession of any portion of the Premises; Assignor has not made and will not make any other or further assignment of the rents, issues, income or profits of the Premises or of the Leases except subsequent to or in connection with the release of this Assignment with respect to such portion of the Premises so released;

(g) Assignor shall perform all of its covenants and agreements under the Leases and shall not suffer or permit any release of liability of, or right to withhold payment of rent by, the lessees therein;

(h) Assignor shall not commence or continue proceedings to evict, remove or dispossess any lessee under any Lease or to terminate any Lease without prior written consent of Lender except in the ordinary course of business;

(i) the Identified Leases, if any, and all other existing Leases are valid and unmodified and in full force and effect, except as indicated herein, and the lessees thereunder are not in default under any of the terms, covenants or conditions thereof; and

(j) Assignor shall not waive, cancel, release, modify, excuse, condone, discount, set-off, compromise or in any manner release or discharge any lessee under any of the Leases from any obligation, covenant, condition or requirement of said Leases, without prior written consent of Lender.

Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after the date of any Default under the Loan Agreement or under any of the Loan Documents, which default shall not have been cured within the time periods, if any, expressly established therefore, shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Lender.

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2. **Waiver Of Liability.** Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers granted by the Mortgage, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Assignor.

3. **Further Assurances And Assignments.** Assignor further agrees to execute and deliver immediately upon the request of Lender, all such further assurances and assignments concerning the Leases as Lender shall from time to time reasonably require in accordance with the Loan Agreement.

4. **Exercise Of Remedies.** In any case in which under the provisions of the Mortgage Lender has a right to institute foreclosure proceedings, whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, upon demand of Lender, Assignor agrees to surrender to Lender and Lender shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may, with or without force or notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Leases, together with all the documents, books, records, papers and accounts of Assignor or the then owner of the Premises relating thereto, and may exclude Assignor, its agents, or servants, wholly therefrom and may as attorney in fact of Beneficiary or agent of Assignor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, income, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, to elect to disaffirm any Lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof and to receive all such rents, income, issues and profits.

5. **Indemnity.** Lender shall not at any time (regardless of any exercise by Lender, or right of Lender to exercise, any powers herein conferred) be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases or rental agreements relating to the Premises, and Assignor shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which Lender may or might incur under or by reason of (a) any Leases, (b) the assignment thereof, (c) any action taken by Lender or its agents hereunder, unless constituting willful misconduct, or negligence or gross negligence, or (d) claims and demands which may be asserted against it by reason of any alleged or actual obligations or undertakings on its part to or to cause the Assignor to perform or discharge any of the terms, covenants or agreements contained in the Leases.

6. **Application Of Proceeds.** Lender in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the rents, income, issues and profits of the Premises to the payment of or on account of the following, in such order as Lender may determine:

(a) operating expenses of the Premises, including costs of management and leasing thereof (including reasonable compensation to Lender and its agents, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), establishing any claims for damages, and premiums on insurance hereinabove authorized; it being expressly understood and agreed that Lender in the exercise of such powers may so pay any claims purporting to be for any operating expenses of the Premises, without inquiry into the validity thereof and whether such claims are in fact for operating expenses of the Premises;

(b) taxes and special assessments now due or which may hereafter become due on the Premises;

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(c) the costs of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the reasonable judgment of Lender, make it readily rentable;

(d) any indebtedness secured or guaranteed by the Mortgage or any deficiency which may result from any foreclosure sale.

7. **Power Of Attorney.** Assignor does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead and Assignor hereby authorizes Lender after the occurrence of an Event of Default (as defined in the Loan Agreement), with or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties upon such terms, in its discretion as it may determine, and to collect all of said rents, income, issues and profits now or hereafter arising from or accruing or due under the Leases with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Lender.

8. **Occurrence Of Default.** Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur a Default as defined in the Loan Agreement, or a default in the performance and observance by any party other than Lender of its obligations and agreements under the Note, the Mortgage or the Loan Agreement in each instance after any applicable grace periods shall have expired. Nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under the Note, Mortgage or Loan Agreement or to affect the impression of a trust upon funds received by a trustee in the manner provided for in Paragraph 1 above.

9. **Instruction To Lessees.** Assignor further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant under any Lease of the whole or any part of the Premises to pay all unpaid rental agreed upon in any Lease or other agreement for occupancy of any part of the Premises to Lender upon receipt of demand from Lender so to pay the same, without any inquiry as to whether or not said demand is made in compliance with the immediately preceding paragraph hereof. Lender has not received or been transferred any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the tenant under said Lease.

10. **Election Of Remedies.** It is understood and agreed that the provisions set forth in this Assignment shall be deemed a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Note or the Mortgage but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted Lender, all of which remedies shall be enforceable concurrently or successively. No exercise by Lender of any of its rights hereunder shall cure, waive or affect any default hereunder or Default under the Note or the Mortgage. No inaction or partial exercise of rights by Lender shall be construed as a waiver of any of its such rights and remedies, and no waiver by Lender of any such rights and remedies shall be construed as a waiver by Lender of any of its other rights and remedies.

11. **Continual Effectiveness.** It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by Lender shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations evidenced by the Note or secured or guaranteed by the Mortgage, in whatever form, and until all bills incurred by virtue of the authority herein contained have been fully paid out of rents, income, issues and profits of the Premises, or by Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless all indebtedness secured or guaranteed by the Mortgage is fully satisfied before the expiration of any period of redemption.

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12. **Bankruptcy.** In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender. Any check in payment of damages for termination or rejection of any such Lease will be made payable to Assignor unless a Default (as defined under the Loan Agreement) exists, in which event any check in payment of damages for termination or rejection of any such Lease shall be made payable to Lender. Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender after a Default exists, it will duly endorse to the order of Lender any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Lender may elect.

13. **Release Of Mortgage.** To the extent, if any, that any provisions of the Mortgage may provide for the partial release thereof upon conditions therein stated, the Leases of any portion of the Premises which may be released from the lien of the Mortgage pursuant to such provisions, and any rents, issues and profits thereafter accruing with respect thereto, shall *ipso facto* be immediately released from this Assignment without the necessity of further action or instrument.

14. **Notice.** Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given (i) if and when personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth below or (iii) on the second (2d) business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or at such other place as such party may have designated to all other parties by notice in writing in accordance herewith:

- (a) If to Assignor: LaSalle National Bank  
Trust No. 112819  
135 South LaSalle Street  
Chicago, Illinois 60690  
Attention: Land Trust Department
- with copies to: County Line Square Limited Partnership  
Two Mid America Plaza  
Suite 714  
Oakbrook Terrace, Illinois 60181  
Attention: James P. Avgeris
- Ash, Anos, Freedman & Logan  
Suite 1211  
77 West Washington Street  
Chicago, Illinois 60602  
Attention: Lawrence M. Freedman, Esq.
- (b) If to Lender: American National Bank and Trust  
Company of Chicago  
33 North LaSalle Street  
Chicago, Illinois 60690  
Attention: Kathleen A. Griffin
- with a copy to: Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attention: Livingston Fairbank, Jr., Esq.

15. **Binding Agreements.** This Assignment and all provisions hereof shall be binding upon the Trustee and Beneficiary, their successors, assigns, and legal representatives and all other persons or entities claiming under or through them, or either of them, and the word "Assignor", when used herein, shall include all such persons and entities liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender", when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

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16. **Governing Law; Interpretation.** This Assignment shall be governed by the laws of the State of Illinois in which State the Note and this Assignment were executed and delivered, the premises are located, the proceeds of the Loan were disbursed by Lender, and the principal and interest due under the Note are to be paid. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Time is of the essence of this Assignment.

17. **Miscellaneous.** Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Assignment. As used in this Assignment, the singular shall include the plural and the plural shall include the singular and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

18. **Joint and Several Liability.** The Beneficiary and Trustee shall be jointly and severally liable hereunder. An action to enforce this Assignment may be brought against either the Beneficiary or Trustee without any requirement of joinder of the other party in such action. Any amounts due under this Assignment may be recovered in full from either the Beneficiary or Trustee.

19. **Exculpation.** This Assignment is executed and delivered by the undersigned trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that said Trustee hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability on said Trustee personally or Beneficiary or any other beneficiary thereof to pay the indebtedness secured by this Assignment or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder.

Notwithstanding any of the foregoing, nothing contained in the above paragraph shall be deemed to prejudice the rights of Lender: (i) for fraud or material misrepresentation in connection with the making of the loan evidenced by the Note, or similar rights to payment, or (ii) for fraud or material misrepresentation in connection with any warranty or representation given by Assignor in connection with the making of the loan evidenced by the Note; or (iii) to recover any condemnation or insurance proceeds or other similar funds or payments attributable to the Premises which under the terms of the Mortgage securing the Note should have been paid to Lender; or (iv) to recover any tenant security deposits, advance or prepaid rents or other similar sums paid to or held by Assignor; or (v) to proceed against any entity or person whatsoever with respect to the enforcement of any guarantees; or (vi) to recover any gross revenues from the Premises received after the occurrence of a Default as defined in the Mortgage which have not been applied as follows: to pay any portion of the indebtedness secured by the Mortgage, to pay any operating and maintenance expenses of the Premises, including, without limitation, real estate taxes and assessments and insurance premiums for the Premises or to pay deposits into a reserve for taxes, insurance replacements or other sums required by the Note, Mortgage, Loan Agreement or other Loan Documents.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the day and year first above written.

LASALLE NATIONAL BANK not personally, but as Trustee aforesaid

ATTEST:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

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... LIMITED  
COUNTY LINE SQUARE ~~OF BURR~~  
~~RIDGE~~ PARTNERSHIP, an Illinois ~~gen~~ limited  
~~corp~~ partnership

By: Melvin Helms  
General Partner

James B. Argen  
General Partner

Burt West  
General Partner

\_\_\_\_\_  
General Partner

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## TENANT'S CONSENT TO ASSIGNMENT

The undersigned ("Tenant") as the tenant under the Lease referred to above, hereby consents to the foregoing Assignment by Assignor. Tenant hereby expressly agrees that it shall not modify or amend the Lease without the written approval of Lender, which consent shall not be unreasonably withheld. Tenant hereby expressly agrees that, in the event Lender exercises its rights under the foregoing Assignment by delivery of written notice to Tenant of such exercise at Tenant's address for notice set forth in the Lease, Tenant will attorn to Lender and recognize Lender as the landlord under the Lease, regardless of any instruction or request from Assignor to the contrary; pay to Lender all amounts due under the Lease, including base rent, tax deposits and insurance deposits; and perform all obligations of Tenant under the Lease for the benefit of Landlord under the Lease, notwithstanding any claim, defense, right of setoff or counterclaim which Tenant may have against Assignor. Tenant agrees that, without the prior written consent of Lender, Tenant will not assist, join in, suffer or permit:

- (i) the amendment, extension, renewal, modification or termination of the Lease; or
- (ii) the payment of rent under the Lease for more than one month's installment in advance.

However, it is expressly understood that Lender neither assumes nor has any obligation to Tenant to exercise its rights under the foregoing Assignment or to declare a Default under the Mortgage, but that the option to exercise such rights or declare a Default rests in the sole and absolute discretion of Lender. At the date hereof, Tenant represents it has no counterclaim, right of setoff, defense or like right against Assignor and that the Lease is in full force and effect, subject to Assignor's obligations to complete the Improvements therein defined.

In addition to the foregoing, Tenant agrees that it will not terminate the Lease or abandon any portion of the Demised Premises for any reason, including but not limited to Assignor's failure to perform under the Lease, or the untenability of any portion of the Demised Premises, except in compliance with and subject to the provisions of Sections 24 and 25 of the Lease.

### TENANT:

**BUPR RIDGE MARKET, INC.**, an Illinois corporation

By:

Name: Gerald Bockwinkel

Title: President

Address:

c/o Gerald Bockwinkel  
Presidential Market  
555 West Madison Street  
Chicago, Illinois 60606

ATTEST:

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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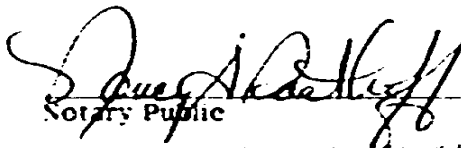
STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ Vice President of LaSalle National Bank, known to me to be acting not personally but as Trustee under Trust Agreement dated November 6, 1987 and known as Trust Number 112919 and \_\_\_\_\_ Secretary of said Bank, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered 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.

GIVEN under my hand and Notarial Seal, this 31<sup>st</sup> day of August, 1988.

  
Notary Public

Name: \_\_\_\_\_

My Commission Expires: 4-28-90

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I, Mary B. Hardon, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES P. AUGERIS, MEL G. HEIMS, and GERALD KOSCIUSKO, general partners of County Line Square\* of Burr Ridge Partnership, an Illinois general limited partnership, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such general partners, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 2<sup>nd</sup> day of August, 1988.

Mary B. Hardon  
Notary Public

My Commission Expires: 1-17-89

\*Limited

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## SCHEDULE I

To

Collateral Assignment of Leases and Rents

The Identified Leases

<u>Name of Tenant</u>	<u>Date of Lease</u>	<u>Expiration Date of Lease</u>
Burr Ridge Market, Inc.	December 16, 1987	August 31, 2003

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## EXHIBIT A

To

Collateral Assignment of Leases and Rents

The Premises

CURRENT METES AND BOUNDS LEGAL DESCRIPTION FOR FUTURE LOT 1 IN BURR RIDGE MARKET RESUBDIVISION (FOR AMERICAN NATIONAL BANK LOAN COLLATERAL)

THAT PART OF LOT 1 IN BURR RIDGE PARK UNIT 1, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1984 AS DOCUMENT NO. 26915064, TOGETHER WITH THAT PART OF LOTS 4, 5 AND VACATED EMRO DRIVE PER DOCUMENT NO. 88266186, IN BURR RIDGE PARK UNIT 2, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, AFORESAID, ACCORDING TO THE PLAT OF SAID BURR RIDGE PARK UNIT 2 RECORDED MARCH 19, 1985 AS DOCUMENT NO. 27479283, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 83 DEGREES 48 MINUTES 40 SECONDS EAST ALONG SAID NORTHERLY LINE OF SAID LOT 4, 127.87 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 89 DEGREES 59 MINUTES 26 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, 3.98 FEET TO A POINT OF CURVATURE IN SAID NORTHERLY LINE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4 AND SAID NORTHERLY LINE EXTENDED EASTERLY, SAID NORTHERLY LINE BEING ALSO THE SOUTHERLY LINE OF BURR RIDGE PARKWAY IN SAID BURR RIDGE PARK UNIT 1 AND BEING A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 805.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 297.82 FEET (THE CHORD OF SAID ARC BEARS NORTH 79 DEGREES 24 MINUTES 39 SECONDS EAST, 290.13 FEET);

THENCE SOUTH 20 DEGREES 29 MINUTES 48 SECONDS EAST, 115.68 FEET;  
" NORTH 81 " 12 " 57 " EAST, 353.62 FEET;  
" SOUTH 54 " 28 " 54 " EAST, 74.05 FEET

TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 1, 26.00 FEET, AS MEASURED ALONG SAID SOUTHEASTERLY LINE, NORTHEASTERLY OF THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 25 DEGREES 27 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE OF LOT 1, 25.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1, BEING ALSO THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 08 DEGREES 47 MINUTES 03 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 5, 281.21 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 81 DEGREES 10 MINUTES 57 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5 AND ALONG SAID SOUTHERLY LINE EXTENDED WESTERLY, 721.65 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOT 4; THENCE NORTH 59 DEGREES 01 MINUTES 27 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, 180.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 03 DEGREES 29 MINUTES 33 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 4, 379.01 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 347,733 SQUARE FEET OR 7.983 ACRES.

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