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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of the 20 day of <sup>November</sup> ~~December~~, 1990, between DUPAGE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated December 4, 1989 and known as Trust No. 1560 (hereinafter called the "Borrower"), and LUTHERAN BROTHERHOOD, a Minnesota corporation (hereinafter called the "Lender").

WITNESSETH:

WHEREAS the Borrower has executed and delivered to the Lender a Promissory Note, dated of even date herewith, in the principal amount of SIX MILLION EIGHT HUNDRED THOUSAND AND NO/100 (\$6,800,000.00) DOLLARS (hereinafter called the "Note"); and

WHEREAS, to secure payment of the Note, the Borrower has executed and delivered to the Lender a Combination Mortgage, Security Agreement and Fixture Financing Statement of even date herewith (hereinafter called the "Mortgage"), covering, inter alia, real estate situated in the City of Wheeling, County of Cook, State of Illinois, and in the City of Bensenville, County of DuPage, State of Illinois, all as legally described on Exhibit "A" attached hereto and hereby made a part hereof, and the buildings and improvements and certain furniture, fixtures, furnishings, equipment, machinery and personal property owned by the Borrower now or hereafter located thereon (hereinafter collectively called the "Mortgaged Premises"); and

WHEREAS, the Lender, as a condition to making the loan evidenced by the Note, has required the execution of this Assignment.

NOW THEREFORE, in consideration of the premises, and in further consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR paid by the Lender to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby grant, transfer, assign, set over and deliver to the Lender all of the Borrower's right, title and interest in, to and under all leases, subleases, licenses, concessions, tenancies and any other agreements creating the right of possession or the right of use without a transfer of title, whether written or oral, now or hereafter existing, and covering all or any part of the Mortgaged Premises, together with any and all security deposits made thereunder, all extensions, amendments, modifications, renewals and replacements of any thereof, and any guaranties of the lessee's, sublessee's, licensee's, concessionaire's, tenant's or user's (hereinafter collectively called "Lessees") obligations under any thereof, each of said leases, subleases, licenses, concessions, tenancies and agreements now existing and hereafter executed or entered, together with all such deposits, extensions, amendments, modifications, renewals, replacements and guaranties, being hereinafter collectively referred to as the "Leases." In addition to the

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foregoing, the Borrower does further hereby grant, transfer, set over and assign to the Lender all of the rents, income, revenues, royalties, issues and profits, including, without limitation, all amounts payable to the Borrower on account of maintenance, repairs, taxes, insurance and common area or other charges by any other party to any Lease, and all amounts paid in compromise or in cancellation of Leases by any party thereto other than the Borrower, now or hereafter accruing or owing under or from Leases or otherwise from the Mortgaged Premises or any part thereof, whether accruing before or after foreclosure of the Mortgage or during any period of redemption therefrom (hereinafter collectively called "Rentals"). All of said Leases and Rentals are being hereby granted, transferred, set over and assigned for the purpose of securing:

(1) Payment of all indebtedness evidenced by the Note (including any amendments, extensions or renewals thereof) and all other sums secured by the Mortgage; and

(2) Performance and discharge of each and every obligation, covenant and agreement of the Borrower contained herein, in the Note, in the Mortgage, and in any other instrument which secures or refers to the Note.

A. To protect the security of this Assignment, the Borrower agrees as follows:

1. To promptly, faithfully and diligently observe, perform and discharge each and every term, condition, obligation, covenant and agreement which the Borrower is now, or hereafter becomes, liable to observe, perform or discharge under the Note, the Mortgage and the Leases; to give prompt written notice to the Lender of any notice of default under any Lease on the part of the Borrower received from a Lessee thereunder, or on the part of any Lessee given by the Borrower thereunder, together with an accurate, complete copy of any such notice; and, at the sole cost and expense of the Borrower, to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the Lessees under the Leases.

2. At the Borrower's sole cost and expense, to appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or affecting any of the Leases or the obligations, duties or liabilities of the Borrower or any Lessee thereunder, and to pay all costs and expenses of the Lender, including reasonable attorneys' fees (prior to trial, at trial and on appeal), incurred in connection with any such dispute, action or proceeding in which the Lender may appear or with respect to which it may otherwise incur costs or expenses, whether or not the Lender prevails therein.

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3. Should the Borrower fail to make any payment or to do any act as herein provided, then the Lender may, but without obligation to do so, without notice or demand to or upon the Borrower, and without releasing the Borrower from any obligation hereof, make or do the same in such manner and to such extent as the Lender may deem necessary or desirable to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and observing, performing and discharging each and every obligation, covenant and agreement of the Borrower in the Leases contained. In exercising any such powers, the Lender may pay its costs and expenses, employ counsel and incur and pay reasonable attorneys' fees (prior to trial, at trial and on appeal). The Borrower hereby grants to the Lender an irrevocable power of attorney to perform all of the acts and things provided for in this section and in section C.2 hereof as the Borrower's agent and in the Borrower's name.

4. To reimburse the Lender, upon demand, for all the sums expended by the Lender under the authority hereof, together with interest thereon at the Default Rate specified in the Note from the date expended, and the same shall be added to the indebtedness evidenced by the Note and shall be secured hereby and by the Mortgage.

5. Until the indebtedness secured hereby shall have been paid in full, the Borrower covenants and agrees to provide the Lender with executed copies of all Leases, to assign to the Lender any and all subsequent Leases upon all or any part of the Mortgaged Premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Lender, upon demand, any and all instruments that may be necessary or desirable therefor or to otherwise effectuate the terms of this Assignment. The terms and conditions of this Assignment shall, however, apply to any such subsequent Leases, whether or not such instruments are executed or delivered by the Borrower.

6. The Borrower agrees not to modify, amend, extend, waive or in any manner alter the terms of any Lease or reduce the Rental payable thereunder; not to waive, excuse or condone any default by a Lessee under a Lease; not to in any manner release or discharge any Lessee of or from any obligation, covenant, condition or agreement by said Lessee to be performed under a Lease, including the obligation to pay the Rental called for thereunder in the manner and at the places and times specified therein; not to cancel or terminate the term of any Lease or accept a surrender thereof; and not to enter into any new Lease. The Borrower does by these presents expressly release, relinquish and surrender unto the Lender

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all of the Borrower's right, power and authority to modify, amend, extend, waive or in any manner alter the terms and provisions of the Leases, to reduce Rentals, to waive, excuse or condone a default by a Lessee, to release or discharge any Lessee, to cancel or terminate the term of a Lease or to accept a surrender thereof, and to enter into any new Lease. Any attempt on the part of the Borrower to exercise any such right, power or authority, without the prior written consent of the Lender, shall be a nullity and shall be a default hereunder.

7. The Borrower agrees not to consent to any assignment or sublease by a Lessee of any of its rights, title or interest in, to or under any Lease, unless such assignment or sublease is specifically authorized by the Lender in writing.

B. The Borrower hereby covenants and represents and warrants to the Lender that:

1. The Borrower has good right and lawful authority to assign, and has not executed any prior assignment or alienation of, its rights, title and interest in, to and under the Leases and in the Rentals, or otherwise encumbered the same, except by the Mortgage.

2. The Borrower has not performed or committed any act or executed any instrument, and is not bound by any law, statute, regulations, order, mortgage, indenture, contract or agreement, which might prevent the Lender from operating under any of the terms and provisions hereof, or which would limit the Lender in such operation.

3. No Rental has been or will be paid by any Lessee, nor has been or will be collected or accepted by the Borrower, for more than one (1) month in advance, and the payment of none of the Rentals to accrue for any portion of the Mortgaged Premises has been or will be in any other manner anticipated, waived, released, excused, reduced, discounted, or otherwise discharged or compromised by the Borrower. The Borrower hereby waives any right of set off against any person in possession of any portion of the Mortgaged Premises. The Borrower has not incurred and shall not incur any indebtedness to any Lessee.

4. The Borrower shall not execute or agree to any other assignment, pledge, encumbrance or transfer of any of the Leases or Rentals.

5. The Leases in existence as of the date of this Assignment, as described in the Rent Roll which is attached hereto as Exhibit "B," are in full force and effect and have not been

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amended or modified; and therein no default now existing under the Leases, nor has any event occurred which, with the passage of time and/or the giving of notice, would constitute a default thereunder, which have not been cured.

6. The Borrower shall not permit any of the Leases to become subordinate to any lien other than the liens hereof and of the Mortgage.

C It is mutually agreed that:

1. This is a present, absolute, effective and completed assignment by the Borrower to the Lender of the Leases and Rentals. However, so long as there exists no default or event of default under the Note or the Mortgage, and no default exists in the performance of any obligation, covenant or agreement herein contained, the Borrower shall have a conditional license to collect, but not more than one (1) month in advance, all Rentals from the Mortgaged Premises, in trust for the Lender, and to use the same for payment of Impositions (as that term is defined in the Mortgage), insurance premiums which the Borrower is required to pay under Section 1.8 of the Mortgage, all other costs and expenses which the Borrower is required to pay under and pursuant to the Mortgage and to this Assignment, and the indebtedness secured hereby, as and when due, before using said Rentals for any other purpose.

2. Upon or at any time after the occurrence of a default or an event of default under the Note or the Mortgage, or a default in the performance of any obligation, covenant or agreement herein contained, or if any representation or warranty made by the Borrower to the Lender in connection with the loan evidenced by the Note is untrue in any material respect, the Lender may, at its option, without notice, either in person or by agent, without regard for the adequacy of the security for the indebtedness secured hereby or the solvency of the Borrower, with or without bringing any action or proceeding, or by a receiver or trustee to be appointed by a court, enter upon, take possession of, maintain, manage and operate the Mortgaged Premises, make, enforce, modify and accept the surrender of Leases, obtain or evict tenants, fix or modify Rentals, refund and collect security deposits, make tenant improvements, and do any acts which the Lender deems proper to protect the security hereof, and either with or without taking possession of the Mortgaged Premises, in its own name or in the Borrower's name, sue for or otherwise demand, collect and receive all Rentals, and apply the same upon the costs of collection thereof, including the reasonable fees and costs of agents and attorneys employed by the Lender; upon the costs of managing and operating the Mortgaged Premises, including taxes, insurance, maintenance, repairs and the fees of a professional managing agent; and upon any indebtedness secured

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hereby, in such order as the Lender may determine, subject to applicable statutory requirements, if any, and to the requirements of Section 1.13 of the Mortgage. The Lender or such a receiver shall be entitled to remain in possession of the Mortgaged Premises and to collect the Rentals throughout any statutory period of redemption from a foreclosure sale. The entering upon and taking possession of the Mortgaged Premises, the collection of such Rentals and the application thereof as aforesaid shall not cure or waive any default or event of default or waive, modify or affect any notice of default under the Note or the Mortgage, or hereunder, or invalidate any act done pursuant to such default, event of default or notice of default. The Lender may, without entering into possession or pursuing any other remedy as provided in this section or at law or in equity, or in conjunction with such possession or pursuit of other remedy, give notice to any or all Lessees authorizing and directing said Lessees to pay Rentals directly to the Lender. If a Lessee receives such a notice, the Borrower hereby directs such Lessee to make payment pursuant thereto, and it shall be conclusively presumed, as between the Borrower and such Lessee, that the Lessee is obligated and entitled to make such payment to the Lender, and that such payment constitutes payment of Rentals under the Lease in question. Such notice may be given either in the Lender's or in the Borrower's name. The Borrower shall in every way facilitate the payment of Rentals to the Lender, when the Lender has the right to receive the same hereunder. The Lender shall be accountable only for Rentals actually collected hereunder and not for the rental value of the Mortgaged Premises. The Lender's failure to collect, or discontinuance from collecting, at any time, and from time to time, any Rentals shall not in any manner affect the rights of the Lender to thereafter collect the same.

3. The Lender shall not be deemed to be a partner or, or a joint venturer with, the Borrower with respect to the Mortgaged Premises, or to be a participant of any kind in the management or operation of the Mortgaged Premises. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Lease, or with respect to the Mortgaged Premises or the inspection, maintenance or repair thereof, under or by reason of the Assignment. The Lender shall have no liability to any person, party or entity as the result of any death, bodily or personal injury, or property damage occurring in, on or about the Mortgaged Premises, and the Borrower shall and does hereby agree to defend and indemnify the Lender against, and to hold it harmless from, any and all liability, loss or damage which the Lender may or might incur under the Leases, by reason of any death, bodily or personal injury or property damage occurring on or about the Mortgaged Premises, or otherwise under or by reason of this Assignment, and against and from any and all claims and demands whatsoever which may be asserted

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against the Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease, or by reason of any such death, personal injury or property damage. Should the Lender incur any such liability, loss or damage under any Lease, by reason of any such death, bodily or personal injury or property damage, or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees (including such costs, expenses and fees on appeal), whether or not the Lender prevails therein, together with interest thereon at the Default Rate specified in the Note from the date paid, shall be secured hereby and by the Mortgage, and the Borrower shall reimburse the Lender therefor immediately upon demand. Neither this Assignment, nor the exercise by the Lender of its rights hereunder, shall be deemed to constitute the Lender a mortgagee in possession of the Mortgaged Premises, unless the Lender elects in writing to be so constituted.

4. If any default or event of default by the Borrower shall occur under the Note or under the Mortgage, or if default shall occur in the performance of any of the covenants, obligations or agreements of the Borrower under this Assignment, or if any representation or warranty made by the Borrower to the Lender in connection with the loan evidenced by the Note is untrue in any material respect, then the Lender may, at its option, declare all sums secured hereby immediately due and payable, and, in addition to making available to the Lender any remedies for default herein set forth, such default, event of default or breach of representation or warranty shall, at the Lender's sole option, constitute and be deemed to be an event of default under the Mortgage, entitling the Lender to every and all rights and remedies therein contained, in addition to those rights and remedies herein set forth, without regard to the adequacy of security for the indebtedness secured hereby, the commission of waste or the insolvency of the Borrower.

5. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of any instrument of satisfaction or full release of the Mortgage, unless there shall have been recorded another mortgage in favor of the Lender covering all or any portion of the Mortgaged Premises, this Assignment shall become and be void and of no further effect. Notwithstanding the foregoing, this Assignment shall not be terminated or become null and void as a result of a foreclosure of the Mortgage or a conveyance of title to the Mortgaged Premises, or any portion thereof, to the Lender in lieu of foreclosure, and this Assignment shall continue in full force and effect during any statutory period of redemption from such a foreclosure and notwithstanding the transfer of title to the Mortgaged Premises, or any portion thereof, as a result of completion of such a foreclosure or such a conveyance.

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6. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms hereof shall be in no way affected thereby. The Lender shall be entitled to all rights and remedies available at law, in equity or under statute now and/or at the time of exercise thereof, even though such rights and remedies were not available on the date first above written.

7. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Borrower and the Lender; provided, however, that nothing in this section is intended to be or shall be construed as a waiver of the rights of the Lender under Section 1.12 of the Mortgage.

8. This Assignment is given as security in addition to the security of the Mortgage, and not as part of the security of the Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage and during any statutory period of redemption. The Lender shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the Lender may exercise the security hereof and of the Mortgage concurrently or independently and in any order of preference, all rights and remedies of the Lender set forth herein, in the Mortgage, at law, in equity, under statute and by contract being cumulative.

9. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Borrower: DuPage National Bank Trust No. 1560  
101 Main Street  
West Chicago, Illinois 60185

If to the Lender: Lutheran Brotherhood  
625 Fourth Avenue South  
Minneapolis, Minnesota 55415  
Attention: Investment Division

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Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) days prior to the effective date of said change.

10. This Assignment, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Illinois.

11. This Agreement is executed by DUPAGE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated December 4, 1989 and known as Trust No. 1560 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by DUPAGE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against DUPAGE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

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

DUPAGE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated December 4, 1989 and known as Trust No. 1560

By: Mary A. Flender  
Its: Vice President

Attest: Susan Weinberg  
Its: Asst. Secretary

THIS INSTRUMENT WAS DRAFTED BY:

Mark S. Richmond  
Katz Randall & Weinberg  
200 North LaSalle Street  
Suite 2300  
Chicago, Illinois 60601

(312) 807-3800

KRW File No. 5663.2

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JOINDER  
(Illinois Form)

The undersigned, being the owners in the aggregate of One Hundred (100%) percent of the beneficial interest in, and being all of the beneficiaries of the Trust which is the Borrower under the foregoing Assignment of Leases and Rents, hereby consent to and join in the foregoing Assignment of Leases and Rents, intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Mortgaged Premises described in the foregoing Assignment of Leases and Rents, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Borrower in said Assignment of Leases and Rents. Nothing herein contained shall be deemed to render the undersigned liable upon any obligation for payments provided in the foregoing Assignment of Leases and Rents.

DATED: November 20, 1990

NVS VENTURE, an Illinois general partnership

By: 

GEORGE CIBULA

By: 

IRVIN LEWANDOWSKI

By: 

TIMOTHY GALLAGHER

By: 

BRIAN LISTON

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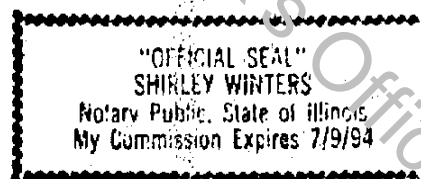
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STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mary H. Dunlop, as Vice President and Susan Dierking, as Asst. Secretary of DUPAGE NATIONAL BANK, not personally or individually, but as Trustees under Trust Agreement dated December 4, 1989, and known as Trust No. 1560, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretary of said Bank, 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 for the uses and purposes therein set forth; and said Asst. Secretary did then and there acknowledge 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 and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of November, 1990.

Shirley Winters  
Notary Public



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STATE OF )

COUNTY OF )

I, Kelly Hauke, a Notary Public in  
and for said County and State aforesaid, DO HEREBY CERTIFY  
that George Cibula, Francis Lewandowski,  
Timothy Gallagher, and Brian Lister General Partners  
of NVS VENTURE, an Illinois general partnership, who are personally  
known to me to be the same persons whose names are subscribed to the  
foregoing instrument as such General Partners of NVS VENTURE,  
appeared before me this day in person and acknowledged that they  
signed, sealed and delivered the said instrument as their own free  
and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day  
of March, 1990.



Kelly Hauke  
Notary Public

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Exhibit "A"

## PARCEL 1:

The South Four Hundred (400) feet of Block Three (3) (except the West Four Hundred Ninety Five (495) feet thereof, and except the East 15.25 feet thereof) in Herzog's 1st Industrial Subdivision of part of the East Half (1/2) of Section 10, Township 42 North, Range 11 East of the Third Principal Meridian, and part of the West Half (1/2) of Section 11, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on December 13, 1955 as Document Number LR 1639763 and Certificate of Correction thereof registered December 14, 1956 as Document Number LR 1713481, in Cook County, Illinois.

TORRENS: Parcel 1 above only of premises in question is registered under "An Act Concerning Land Titles" (Torrens). (Affects Parcel 1 only).

## PARCEL 2:

Lots 2 and 3 in Beeline Resubdivision in the Southeast 1/4 of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded April 20, 1964 as Document Number R64-12685, in DuPage County, Illinois.

## PARCEL 3:

Easement for the benefit of Parcel 2 as set forth in Declaration and Grant of Easement dated August 6, 1985 and recorded December 12, 1985 as Document Number R85-109444, over the following described property:

That part of the Southeast 1/4 of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian, described by beginning at the Southwest corner of Lot 3, Beeline Resubdivision, in the Southeast 1/4 of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian, and running thence Southeasterly along the East line of Meyer Road to a point 9 feet South of the South line of said Lot 3; thence East 230 feet on a line 9 feet South of and parallel to the South line of Lot 3; thence South 4 feet; thence East on a line 13 feet South of and parallel to the South line of said Lot 3 to its intersection with a line drawn from the Southeast corner of said Lot 3 to the Northeast corner of Lot 1, Bensenville Industrial Subdivision Unit Five, in the Southeast 1/4 of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian; thence North on that line between the Southeast corner of said Lot 3 and said Northeast corner of said Lot 1; thence West along the South line of said Lot 3 to the place of beginning, all in DuPage County, Illinois.

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