

COOK COUNTY ILLINOIS  
**UNOFFICIAL COPY**

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, is made this 15<sup>th</sup> day of February, 1991, by and between DOWNERS GROVE NATIONAL BANK, a National Banking Association, not personally, but as Trustee under Trust Agreement dated September 6, 1990 and known as Trust No. 90-85, whose address is 1027 Curtiss Street, Downers Grove, Illinois 60515, hereinafter referred to as "Assignor", PLATINUM DEVELOPMENT CORP., an Illinois Corporation, the owner of one hundred percent (100%) of the beneficial interest ("Beneficial Interest") in Trust, ("Beneficiary") (Trust and Beneficiary sometimes hereinafter collectively referred to as "Assignor"), and FIRST INTERSTATE COMMERCIAL MORTGAGE COMPANY, having its office at 100 South Wacker Drive, Chicago, Illinois 60606, hereinafter referred to as "Assignee";

W I T N E S S E T H:

That Assignor has, simultaneously with the execution of this Assignment of Leases and Rents, executed and delivered to Assignee, its Note ("Note") of even date herewith, payable to the order of Assignee, in the principal sum of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) ("Loan") and, as security therefor, executed and delivered to Assignee its Mortgage ("Mortgage"), of even date herewith, conveying the land legally described as follows ("Land");

See Exhibit "A" attached hereto and made a part hereof

and the improvements thereon ("Improvements").

NOW, THEREFORE, in consideration of the disbursement of the proceeds of Loan by Assignee and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor:

1. Sells, assigns and transfers unto Assignee:

- a) all lease agreements, written or verbal, or any letting of or other agreements for the use or occupancy of Land and Improvements, which may have heretofore been made and, at the option of Assignee, all lease agreements, written or verbal, or any letting of or other agreements for the use and occupancy of Land and Improvements, which may hereafter be made or agreed to by Assignor or which may be made or agreed to by Assignee pursuant to the powers herein granted (collectively "Leases");
- b) all of the rents, issues and profits now due or which may hereafter become due pursuant to or by virtue of Leases ("Rents");

2. Appoints, irrevocably, Assignee its true and lawful attorney-in-fact, in its name and stead (with or without taking possession of Land and Improvements), to hereafter execute Leases, at such rentals and upon such terms and conditions as may be satisfactory to it and to collect all Rents now due or arising from or accruing at any time hereafter, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon a taking of possession of Land and Improvements pursuant to the provisions hereof.

3. Represents and covenants that no Rents have been or will be paid by any person or entity in possession of any part of Land and Improvements in advance excluding security deposits and that the

Prepared by + mail to:

Raymond J. Walschlager

FIRST Interstate Commercial Mortgage

Company 100 S. Wacker Dr. Chicago

Ill. 60606

**BOX 333**

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payment of Rents to accrue has not and will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor, other than in the normal course of business, except with the prior written consent of Assignee.

4. Agrees that nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of Land and Improvements by it pursuant to the provisions hereof. In the exercise of the powers herein granted to Assignee, no personal liability shall be asserted or enforced against it, all such liability being hereby expressly waived and released by Assignor.

5. Agrees to execute and deliver to Assignee, immediately upon its request, all such further assurances and assignments of Leases and Rents as Assignee may, from time to time, require.

6. Expressly understands and agrees, anything herein contained to the contrary notwithstanding (although it is Assignor's intention that this Assignment be a present Assignment) that Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless a Monetary Default or Non-Monetary Default (as said terms are defined in Note) shall occur.

7. Agrees, in any instance in which, pursuant to the provisions of Mortgage, Assignee has a right to institute foreclosure proceedings, and after indebtedness is declared to be immediately due or legal proceedings to foreclose the lien thereof have been instituted, forthwith upon demand of Assignee, to surrender to Assignee and Assignee shall be entitled to take actual possession of Land and Improvements, or any part thereof personally or through its agents or attorneys. Assignee, in its discretion, either personally or through its agents and attorneys, may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of Land and Improvements (together with all documents, books, records, papers, and accounts of Assignor or the then owner of Land and Improvements relating thereto) excluding Assignor, its agents or servants, wholly therefrom and, as attorney-in-fact or agent of Assignor, or in its own name as mortgagee and:

- a) hold, operate, manage and control Land and Improvements and conduct the business, if any, thereon;
- b) implement such measures, legal or equitable, as in its discretion, may be deemed proper or necessary to enforce the payment of Rents and the performance of all of the terms, covenants, conditions and agreements contained in Leases, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent;

Assignor hereby granting to Assignee full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter. Without notice to Assignor and with full power and authority, Assignee may:

- i) cancel or terminate any Lease or sublease thereof, for any cause or reason which would entitle Assignor to cancel the same;
- ii) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to Land and Improvements which may seem judicious, in Assignee's reasonable discretion;

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Clerk of Cook County, Illinois.

Witness my hand and the seal of the Clerk of Cook County, Illinois, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

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Notary Public in and for the State of Illinois

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Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

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- iii) insure and re-insure Land and Improvements for all risks incidental to the possession, operation and management thereof; and
- iv) collect and receive all Rents.

8. Agrees that unless and until Assignee shall exercise the rights and powers conferred upon it pursuant hereto, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. Assignor shall indemnify and hold Assignee harmless of and from any and all liability, loss or damage, including costs, expenses and reasonable attorneys' fees, which it may incur pursuant to Leases or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings, on its part, to perform or discharge any of the terms, covenants, conditions and agreements required of Assignor pursuant to Leases. Notwithstanding the foregoing, Assignor shall not indemnify or hold Assignee harmless of and from any and all liability, loss or damage (including costs, expenses and reasonable attorneys' fees) which Assignee, its employees or agents may incur by reason of any obligation, undertaking, act or deed on their part following the exercise of Assignee's rights and powers pursuant to this Assignment.

9. Agrees that Assignee, in the exercise of the rights and powers conferred upon it pursuant hereto, shall have the full power to use and apply Rents to the payment or on account of the following, in such order of priority as it may determine:

- a). operating expenses of Land and Improvements, including the costs of management and leasing thereof (which shall include reasonable compensation to Assignee and its agents or contractors, if management be delegated to such agents or contractors, and leasing commissions and other compensation and expenses in seeking and procuring tenants and entering into Leases), establishing claims for damages relating to the operation of Land and Improvements, if any, and premiums on insurance coverages hereinabove authorized;
- b). taxes and special assessments now due or which may hereafter become due on Land and Improvements;
- c). cost of repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements to Land and Improvements, including the costs, from time to time, incurred in placing Land and Improvements in such condition as will, in the reasonable judgment of Assignee, make the same readily rentable; and
- d). indebtedness secured hereby.

10. Authorizes and instructs each and every present and future tenant of any part of Land and Improvements to pay all unpaid Rents agreed upon in any tenancy to Assignee, upon receipt of demand therefor from Assignee.

11. Agrees that the provisions set forth herein shall not be deemed exclusive of any of the remedies granted to Assignee in Loan Documents but shall be deemed a special and additional remedy granted to Assignee and cumulative with the remedies contained in loan documents.

12. Agrees that any notices served pursuant hereto shall be deemed received seven (7) days following the postmark dates thereof

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and shall be sufficient if in writing and mailed, postage prepaid, by United States mail as first class certified mail, return receipt requested, or registered mail, addressed as follows:

If to Assignee: 100 South Wacker Drive, Chicago, Illinois 60606;

If to Assignor: 1027 Curtiss Street, Downers Grove, Illinois 60515

If to Beneficiary: 2625 Butterfield Road, Oak Brook, Illinois 60521, Attn: Steven Devick.

with copies to: William A. Miller, Esq. of Malk, Harris and Miller, 212 East Ohio Street, Chicago, Illinois 60611

13. Agrees that this Assignment shall be binding upon Assignor, its successors, assigns, grantees and legal representatives and shall inure to the benefit of Assignee, its successors, assigns, grantees and legal representatives.

14. Agrees that:

- a). until this Assignment is voluntarily released by Assignee (at such time as loan is paid in full), no judgment or decree which may be entered with respect to indebtedness shall operate to abrogate or lessen the effect hereof but the same shall continue in full force and effect until indebtedness and all costs and expenses which may be incurred by Assignee by virtue of the power and authority herein contained have been paid in full; and
- b). this Assignment shall remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale and until the issuance of a deed pursuant to a foreclosure decree, unless indebtedness is paid in full prior to the expiration of any period of redemption.

This Assignment of Leases and Rents is executed by Beneficiary and DOWNERS GROVE NATIONAL BANK, an Illinois Corporation, not personally but as Trustee pursuant to Trust Agreement dated September 6, 1990 and known as Trust No. 90-85, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Assignor hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing herein contained or contained in the Mortgage, Note, or contained in Other Loan Documents, shall be construed as establishing any personal liability on Trustee, its agents or employees to pay Indebtedness or to perform any of the terms, covenants, conditions and agreements herein or therein contained, all such personal liability being hereby expressly waived by Assignee, Assignee's recourse being against Mortgaged Premises, the income, proceeds and avails thereof and against Beneficiary pursuant to any guaranty agreement or other agreement between Beneficiary and Assignee, for the payment of Indebtedness.

Nothing contained herein or in Mortgage and Other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair Indebtedness or the rights of Assignee to enforce its remedies pursuant hereto and to Mortgage and Other Loan Documents, including without limitation, the right to pursue any remedy for injunctive or other equitable relief.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

Attest: My hand and seal this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

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IN WITNESS WHEREOF, Assignor has caused this Assignment of Leases and Rents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.

DOWNERS GROVE NATIONAL BANK, not personally, but as Trustee as aforesaid

BY: [Signature]  
Title: Assistant Vice President and Trust Officer

ATTEST: [Signature]  
Title: Land Trust Administrator

PLATINUM DEVELOPMENT CORP., an Illinois Corporation

BY: [Signature]  
Title: PRESIDENT

Attest: [Signature]  
Title: SECRETARY

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INVESTIGATION OF THE DEPARTMENT OF JUSTICE  
RE: [Illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE [Illegible] BY [Illegible]

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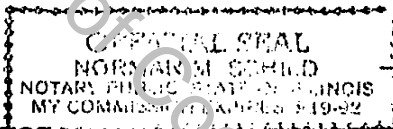
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STATE OF ILLINOIS )
COUNTY OF DUPAGE ) SS:

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Jacquelyn J. Volkert, Assistant Vice Pres. & Trust Officer of DOWNERS GROVE NATIONAL BANK, as Trustee under Trust No. 90-85, and Constance A. Krug, Land Trust Administrator, Secretary of said Association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Vice President and Land Trust Administrator, 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 Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that (she) (he), as custodian of the corporate seal of said Association, did affix the said corporate seal of said Association to said instrument as his own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of February, 1991.



Signature of Norman M. Schild, Notary Public

My commission expires:

STATE OF ILLINOIS )
COUNTY OF ) SS:

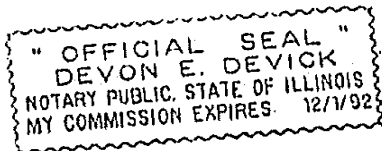
I, DEVON DEVICK, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that STEVEN DEVICK, President of PLATINUM DEVELOPMENT CORP., an Illinois Corporation, and NANCY SLEFZER, Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that (she) (he), as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of February, 1991.

Signature of Devon E. Devick, Notary Public

Notary Public

My commission expires: 12-1-92



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LEGAL DESCRIPTION

PARCEL 1

LOT 2 IN HUMANA MEDICAL OFFICE BUILDING NO. 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED SEPTEMBER 10, 1990 AS DOCUMENT 90438743

PARCEL 2:

AN EASEMENT TO BENEFIT PARCEL 1 AS CREATED BY GRANT OF EASEMENT MADE BY AND BETWEEN AMERICAN MEDICORP DEVELOPMENT CO., GRANTOR, A DELAWARE CORPORATION, SUBURBAN MEDICAL CENTER AT HOFFMAN ESTATES, INC., A DELAWARE CORPORATION, DOWNERS GROVE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1990 AND KNOWN AS TRUST NUMBER 90-85 AND PLATINUM DEVELOPMENT CORPORATION, A CORPORATION OF ILLINOIS RECORDED Apr 8, 1991 AS DOCUMENT 91156363 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON, OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

LOT 1 IN HUMANA MEDICAL OFFICE BUILDING NUMBER 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1990 AS DOCUMENT 90438743.

PARCEL 3:

AN EASEMENT TO BENEFIT PARCEL 1 AS CREATED BY GRANT OF EASEMENT MADE BY AND BETWEEN AMERICAN MEDICORP DEVELOPMENT CO., GRANTOR, A DELAWARE CORPORATION, SUBURBAN MEDICAL CENTER AT HOFFMAN ESTATES, INC., A DELAWARE CORPORATION, DOWNERS GROVE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1990 AND KNOWN AS TRUST NUMBER 90-85 AND PLATINUM DEVELOPMENT CORPORATION, A CORPORATION OF ILLINOIS RECORDED Apr 8, 1991 AS DOCUMENT 91156363 FOR USE OF NOT LESS THAN 291 PARKING SPACES ON, OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

LOT 1 IN HUMANA MEDICAL OFFICE BUILDING NUMBER 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1990 AS DOCUMENT 90438743.

PARCEL 4 **UNOFFICIAL COPY** 0

AN EASEMENT TO BENEFIT PARCEL 1 AS CREATED BY GRANT OF EASEMENTS MADE BY AND BETWEEN AMERICAN MEDICORP DEVELOPMENT COMPANY, A DELAWARE CORPORATION, GRANTOR, SUBURBAN MEDICAL CENTER AT HOFFMAN ESTATES, INC., A DELAWARE CORPORATION, DOWNERS GROVE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1990 AND KNOWN AS TRUST NUMBER 90-85 AND PLATINUM DEVELOPMENT CORPORATION, A CORPORATION OF ILLINOIS RECORDED Apr 8, 1991 AS DOCUMENT 91156363 FOR THE SURFACE AND SUBSURFACE FLOW AND DRAINAGE OF STORM WATER AND THE DETENTION OF STORM WATER ON, OVER, UNDER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

LOT 1 IN HUMANA MEDICAL OFFICE BUILDING NUMBER 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1990 AS DOCUMENT 90438743.

PARCEL 5:

AN EASEMENT TO BENEFIT PARCEL 1 AS CREATED BY GRANT OF EASEMENTS MADE BY AND BETWEEN AMERICAN MEDICORP DEVELOPMENT CO., A DELAWARE CORPORATION, SUBURBAN MEDICAL CENTER AT HOFFMAN ESTATES, INC., A DELAWARE CORPORATION, GRANTOR, DOWNERS GROVE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1990 AND KNOWN AS TRUST NUMBER 90-85 AND PLATINUM DEVELOPMENT CORPORATION, A CORPORATION OF ILLINOIS RECORDED Apr 8, 1991 AS DOCUMENT 91156363 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON, OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

A 25.0 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS, BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD, AS DEDICATED BY DOCUMENT RECORDED DECEMBER 7, 1932 AS DOCUMENT NUMBER 11172679, AND BOUNDED ON THE NORTH BY THE NORTH LINE OF THE SOUTH WEST FRACTIONAL QUARTER LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTER LINE OF SAID 25.0 FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH WEST CORNER OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN;  
THENCE SOUTH 00 DEGREES, 12 MINUTES, 55 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 61.07 FEET TO THE EAST FRACTIONAL QUARTER CORNER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES, 02 MINUTES, 35 SECONDS WEST, CONTINUING ALONG THE WEST LINE OF SAID SECTION 7 AND EAST LINE OF SAID SECTION 12, A DISTANCE OF 597.91 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE EXTENDED WEST OF LOT 1 IN PETER ROBIN FARMS UNIT 4, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1975 AS DOCUMENT NUMBER 23066244; THENCE SOUTH 89 DEGREES, 57 MINUTES, 25 SECONDS EAST, ALONG THE WESTERLY EXTENSION TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 50.0 FEET TO THE NORTH WEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF BARRINGTON ROAD, AS DEDICATED BY SAID DOCUMENT NUMBER 11172679; THENCE NORTH 00 DEGREES, 02 MINUTES, 35 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID BARRINGTON ROAD, A DISTANCE OF 18.0 FEET THENCE SOUTH 89 DEGREES, 57 MINUTES, 25 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF LOT 1 IN SAID PETER ROBIN FARMS UNIT 4, A DISTANCE OF 182.50 FEET TO A POINT OF CURVATURE; FOR THE POINT OF BEGINNING OF THE CENTER LINE OF SAID 25.0 FOOT EASEMENT; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES TO THE NORTH, AND HAVING A RADIUS OF 110.00 FEET, AN ARC DISTANCE OF 172.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 02 MINUTES, 35 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 510.46 FEET TO A POINT OF CURVATURE;

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THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CIRCLE, WHOSE CENTER LIES TO THE EAST, AND HAVING A RADIUS OF 27.50 FEET, AN ARC DISTANCE OF 40.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 84 DEGREES, 20 MINUTES, 44 SECONDS EAST, A DISTANCE OF 347.04 FEET; THENCE NORTH 87 DEGREES, 19 MINUTES, 50 SECONDS EAST, A DISTANCE OF 21.53 FEET TO A POINT, HERETOAFTER REFERRED TO AS POINT "A" FOR THE PURPOSE OF THIS LEGAL DESCRIPTION; THENCE CONTINUING NORTH 87 DEGREES, 19 MINUTES, 50 SECONDS EAST, A DISTANCE OF 259.20 FEET; THENCE NORTH 04 DEGREES, 57 MINUTES, 36 SECONDS WEST, PERPENDICULAR TO THE NORTH LINE OF THE SOUTH WEST FRACTIONAL QUARTER LINE OF SAID SECTION 7, A DISTANCE OF 32.25 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTH LINE AND THE POINT OF TERMINATION OF THE CENTER LINE OF SAID 25.0 FOOT WIDE EASEMENT. ALSO, A 25.0 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS, THE CENTER LINE OF WHICH BEING DESCRIBED BY BEGINNING AT THE AFOREMENTIONED POINT "A" AND RUNNING THENCE NORTH 04 DEGREES, 57 MINUTES, 36 SECONDS WEST, PERPENDICULAR TO THE NORTH LINE OF THE SOUTH WEST FRACTIONAL QUARTER LINE OF SAID SECTION 7, A DISTANCE OF 21.89 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTH LINE AND THE POINT OF TERMINATION OF THE CENTER LINE OF SAID 25.0 FOOT EASEMENT, ALL IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART THEREOF FALLING WITHIN THE TRACT OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF LOT 1 IN PETER ROBIN FARMS, UNIT 4, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 30, 1975 AS DOCUMENT NUMBER 23066244, SAID POINT BEING ON THE EAST LINE OF BARRINGTON ROAD, ACCORDING TO THE PLAT OF DEDICATION THEREOF, RECORDED DECEMBER 7, 1932 AS DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES, 02 MINUTES, 20 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE EAST LINE OF BARRINGTON ROAD, A DISTANCE OF 35 FEET; THENCE SOUTH 89 DEGREES, 57 MINUTES, 40 SECONDS EAST, A DISTANCE OF 342.80 FEET, THENCE SOUTH 0 DEGREES, 02 MINUTES, 40 SECONDS WEST A DISTANCE OF 70 FEET, TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES, 57 MINUTES, 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET, TO THE MOST WESTERLY CORNER OF SAID LOT 1 AND TO THE EAST LINE OF SAID BARRINGTON ROAD; THENCE NORTH 0 DEGREES, 02 MINUTES, 20 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE EAST LINE OF SAID BARRINGTON ROAD, A DISTANCE OF 35.00 FEET, TO THE

POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (EXCEPTING THEREFROM THAT PORTION OF THE AFORESAID DESCRIBED PROPERTY LYING SOUTHERLY OF THE NORTH LINE OF LOT 1 IN PETER ROBIN FARMS, UNIT 4, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1975 AS DOCUMENT NUMBER 23066244).



Parcel 6:

AN EASEMENT TO BENEFIT PARCEL 1 AS CREATED BY FIRST AMENDMENT TO GRANTS OF EASEMENTS AND AGREEMENTS MADE BY AND BETWEEN SUBURBAN MEDICAL CENTER AT HOFFMAN ESTATES, INC., A DELAWARE CORPORATION; MEDITRUST OF ILLINOIS, INC., AN ILLINOIS CORPORATION; AND LYONS SAVINGS AND LOAN ASSOCIATION, NOW KNOWN AS SUPERIOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 16, 1985 AND KNOWN AS TRUST NO. 498, RECORDED April 8, 1991 AS DOCUMENT NO. 9115636 2 FOR INGRESS AND EGRESS ON, OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF LOT 1 IN PETER ROBIN FARMS, UNIT 4, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 30, 1975 AS DOCUMENT NUMBER 23066244, SAID POINT BEING ON THE EAST LINE OF BARRINGTON ROAD, ACCORDING TO THE PLAT OF DEDICATION THEREOF, RECORDED DECEMBER 7, 1932 AS DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES, 02 MINUTES, 20 SECONDS EAST, ALONG THE EAST LINE OF BARRINGTON ROAD, A DISTANCE OF 35 FEET; THENCE SOUTH 89 DEGREES, 57 MINUTES, 40 SECONDS EAST, A DISTANCE OF 342.80 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 40 SECONDS WEST, A DISTANCE OF 70.00 FEET, TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES, 57 MINUTES, 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET, TO THE MOST WESTERLY CORNER OF SAID LOT 1 AND TO THE EAST LINE OF SAID BARRINGTON ROAD; THENCE NORTH 0 DEGREES, 02 MINUTES, 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE EAST LINE OF SAID BARRINGTON ROAD, A DISTANCE OF 35.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETURN TO: Mr. Ray Walschlader  
FIRST INTERSTATE MORTGAGE CORP.  
100 South Wacker Drive  
Suite 400  
Chicago, IL 60606

P.I.N. 07-07-100-011

ADDRESS: A vacant tract of land on the east side of Barrington Road south of Higgins Road in Hoffman Estates, Illinois.

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