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93703157

CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

from

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated December 1, 1991, and known as Trust No. 114854-06

DEPT-91 RECORDINGS \$47.50
#9979 TRAN 0478 09/02/93 14:19:00
#2567 # * 93-703157
COOK COUNTY RECORDER

and

TB LIMITED PARTNERSHIP,
an Illinois limited partnership

LASALLE NATIONAL BANK,
a national banking association

Dated as of August 1, 1993

93703157

Permanent Tax Index Number(s):

- 15-22-400-001
- 15-22-400-004
- 15-22-411-001

Address of Premises:

Northwest corner of Cermak Road
and 17th Street
Broadview, Illinois

This Instrument Prepared By and
to be Returned After Recording to:

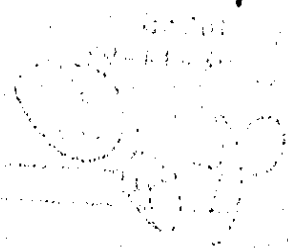
Alvin L. Kruse
Elizabeth P. Strand
Seyfarth, Shaw, Fairweather &
Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

4750

E 114191 / E 114254
N 92-1119 / N 93-1264
Cook Co. Ill

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CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated December 1, 1991, and known as Trust No. 114854-06, and not personally (the "Mortgagor"), in order to secure an indebtedness in the principal sum of THIRTY-THREE MILLION SEVEN HUNDRED FIFTY THOUSAND and No/100 Dollars (\$33,750,000), executed a Construction Loan Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and the Construction Loan Mortgage Note of the Mortgagor of even date herewith secured thereby; and

WHEREAS, TB LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary"), is the sole beneficiary under the Trust Agreement by which the Mortgagor was created;

NOW, THEREFORE, in order to induce the Mortgagee to make the loan secured by the Mortgage, the Mortgagor and the Beneficiary do hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, including, but not limited to, the lease or leases described in Exhibit B attached hereto (the "Leases"); (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to, the Leases; and (iii) any and all guarantees of the lessee's obligations under any of such leases and subleases and agreements. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the Premises, if any, including without limitation the Leases, and not merely an assignment as additional security for the indebtedness described above.

The Mortgagor and the Beneficiary do hereby further covenant and agree as follows:

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Section 1. Mortgagee as Agent. The Mortgagor and the Beneficiary do hereby jointly and severally irrevocably appoint the Mortgagee to be their agent for the management of the Premises, and do hereby authorize the Mortgagee to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of the Mortgagor or the Beneficiary as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagor or the Beneficiary might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

Section 2. Collection of Rents. The Mortgagor and the Beneficiary do hereby irrevocably authorize the Mortgagee in its own name to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment of the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagor or the Beneficiary to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagor, the Beneficiary and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagor and/or the Beneficiary to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness evidenced by the said Mortgage Note, which default shall continue for a period of five days, or until after a default occurs under any document

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securing said indebtedness, in each case after the expiration of any applicable grace period, and the Mortgagor and the Beneficiary shall have a license to collect the rentals from the Premises in the absence of such a default and the expiration of any such grace period. Without limitation on any other remedies which the Mortgagee may be entitled to exercise in order to enforce this Assignment, the rights and powers of the Mortgagee under this Assignment may be exercised upon written notice by the Mortgagee to the Mortgagor and the Beneficiary and any one or more tenants under any lease or tenancy of the Premises or any portion thereof, and in order to enforce such rights and powers, it shall not be necessary for the Mortgagee to obtain possession of the Premises, or to institute any legal action or proceeding whatsoever, including, without limitation, any action to foreclose the Mortgage or to appoint a receiver for the Premises.

Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Leases of the Premises. The Mortgagor and the Beneficiary agree (i) that they will not enter into any lease of the Premises or any portion thereof without the prior written consent of the Mortgagee; (ii) that they will at all times duly perform and observe all of the terms, provisions, conditions and agreements on their respective parts to be performed and observed under any and all leases of the Premises or any portion thereof, including, but not limited to, the Leases, and shall not suffer or permit any default or event of default on the part of the lessor to exist thereunder; (iii) that they will not agree or consent to, or suffer or permit, any termination, modification or amendment of any lease of the Premises or any portion thereof, including, but not limited to, the Leases, without the prior written consent of the Mortgagee; and (iv) except for security deposits not to exceed one month's rent for any one lessee, that they will not collect any rent for more than one month in advance of the date same is due. Unless otherwise approved by the Mortgagee, all leases of space in the Premises shall be prepared on a lease form which has been approved by the Mortgagee.

Section 8. Giving of Notice. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or two business days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to the Mortgagor: American National Bank and Trust Company
of Chicago Trust No. 114854-06
33 North LaSalle Street
Chicago, Illinois 60690

Attention: Land Trust Department

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If to the Beneficiary: TB Limited Partnership
c/o Hiffman Shaffer Anderson, Inc.
180 North Wacker Drive
Suite 500
Chicago, Illinois 60606

If to the Mortgagee: LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

Attention: Lisa J. Cunningham
Commercial Real Estate

or to such party at such other address as such party may designate by notice duly given in accordance with this Section to the other party.

Section 9. Entire Agreement. This Assignment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Assignment, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 10. Modification, Waiver and Termination. This Assignment and each provision hereof may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the party sought to be bound by such modification, amendment, change, alteration, waiver, termination or discharge.

Section 11. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 12. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 13. Construction.

(a) The words "hereof," "herein," "hereunder," and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

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Performance of the duties of the
said office shall be such as to
secure the best results of the
same.

Approved and attested:

Witness my hand and seal of office
this 1st day of January, 1900.

Mayor

Attest:

Notary Public for Cook County, Illinois

My commission expires on the 1st day of January, 1900.

Notary Public for Cook County, Illinois

My commission expires on the 1st day of January, 1900.

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or that any matter is to be as estimated or determined by the Mortgagee, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate or determination or the like shall be made determined or given by the Mortgagee pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major real estate loans.

Section 14. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

Section 15. Execution by Mortgagor. This instrument is executed by American National Bank and Trust Company of Chicago, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing contained in this instrument shall be construed as creating any monetary liability on American National Bank and Trust Company of Chicago with respect to the performance of any warranty or covenant, either expressed or implied in this instrument, all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this Assignment or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness. American National Bank and Trust Company of Chicago by its execution hereof on behalf of the Mortgagor represents and warrants that it possesses full power and authority to execute this instrument.

Section 16. Limited Liability of Individual Guarantors. Notwithstanding any other provision of this Assignment, Dennis J. Hiffman, John E. Shaffer, E. Thomas Collins, Jr. and Richard E. Hulina (collectively, the "Individual Guarantors") in their capacity as general partners of the Beneficiary, shall not have any liability under this Assignment in excess of that provided for in that certain Guaranty of Payment and Performance of even date herewith from the Beneficiary and the Individual Guarantors to the Mortgagee.

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The following information was obtained from the records of the Cook County Clerk's Office. It is provided for your information and is not intended to constitute an official record. The information is subject to change without notice and is not guaranteed to be accurate or complete. For more information, please contact the Cook County Clerk's Office at (708) 462-1000.

On [Date], [Name] was [Action] [Location]. The [Type] was [Details]. The [Status] is [Current Status]. The [Reference Number] is [Number]. The [Filing Date] is [Date]. The [Effective Date] is [Date]. The [Expiration Date] is [Date]. The [Duration] is [Duration]. The [Term] is [Term]. The [Period] is [Period]. The [Time] is [Time]. The [Place] is [Place]. The [City] is [City]. The [State] is [State]. The [Country] is [Country]. The [Address] is [Address]. The [Phone Number] is [Phone Number]. The [Email Address] is [Email Address]. The [Website] is [Website]. The [Social Media] is [Social Media]. The [Other Information] is [Other Information].

The [Name] of the [Organization] is [Name]. The [Address] is [Address]. The [Phone Number] is [Phone Number]. The [Email Address] is [Email Address]. The [Website] is [Website]. The [Social Media] is [Social Media]. The [Other Information] is [Other Information].

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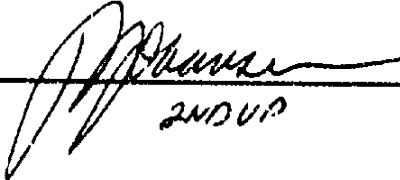
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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of August 1, 1993.

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

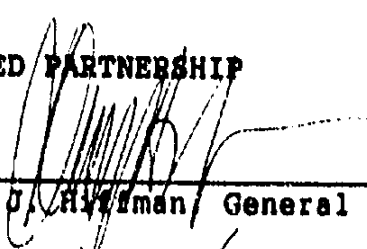
(SEAL)

By 
Title: 2ND VP

ATTEST:


Title: SECRETARY

TB LIMITED PARTNERSHIP

By 
Dennis J. Hoffman, General Partner

By 
John F. Shaffer, General Partner

By 
E. Thomas Collins, Jr., General Partner

By 
Richard E. Hulina, General Partner

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with various other documents by the Board of Directors of the Cook County Board of Supervisors on the 11th day of January, 1911.

Witness my hand and seal of office at Chicago, Illinois, this 11th day of January, 1911.

Clerk

Deputy Clerk

Deputy Clerk

Deputy Clerk

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11-11-11

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

AUG 18 1993

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by P. JOHANSEN and J. MICHAEL VERHEIJEN, Second Vice President and ASSISTANT SECRETARY, respectively, of American National Bank and Trust Company of Chicago, a national banking association, Trustee under a Trust Agreement dated December 1, 1991, and known as Trust No. 114854-06, on behalf of said Trustee.

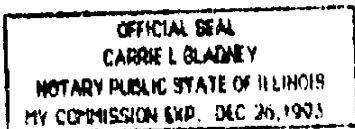
L.M. Soviński
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)



The foregoing instrument was acknowledged before me this 12th day of August, 1993, by Dennis J. Hiffman, John E. Shaffer, E. Thomas Collins, Jr. and Richard E. Hulina, general partners on behalf of TB Limited Partnership, an Illinois limited partnership.

Carrie Gladney
Notary Public



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PROPERTY OF COOK COUNTY

PROPERTY OF COOK COUNTY

1811 21 30A

The undersigned hereby certifies that the above described property is the property of Cook County, Illinois, and that the same is subject to the lien of the County of Cook, Illinois, for the payment of the taxes thereon for the year 1911.

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PROPERTY OF COOK COUNTY

PROPERTY OF COOK COUNTY

PROPERTY OF COOK COUNTY

The undersigned hereby certifies that the above described property is the property of Cook County, Illinois, and that the same is subject to the lien of the County of Cook, Illinois, for the payment of the taxes thereon for the year 1911.

PROPERTY OF COOK COUNTY

1811 21 30A

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT FOR

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF 13TH AVENUE ACCORDING TO THE PLAT OF DEDICATION RECORDED JANUARY 15, 1951 AS DOCUMENT NO. 14951584, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22, WITH THE NORTH LINE OF CERMAK ROAD AS WIDENED, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22 (THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE OF 13TH AVENUE, 135.92 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST AT RIGHT ANGLES TO SAID WEST LINE OF 13TH AVENUE, 395.28 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 137.55 FEET TO A POINT ON SAID NORTH LINE OF CERMAK ROAD AS WIDENED ACCORDING TO THE PLAT OF DEDICATION RECORDED JANUARY 29, 1958 AS DOCUMENT NO. 17121588, SAID POINT BEING 395.29 FEET, AS MEASURED ALONG SAID NORTH LINE OF CERMAK ROAD AS WIDENED, WEST OF THE AFOREMENTIONED POINT OF COMMENCEMENT; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS WEST ALONG SAID NORTH LINE OF CERMAK ROAD AS WIDENED, 157.75 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST, 160.78 FEET;
" NORTH 89 " 54 " 16 " WEST, 393.57 " ;

THENCE SOUTHERLY ALONG A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 484.50 FEET, AN ARC DISTANCE OF 66.81 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 04 DEGREES 02 MINUTES 45 SECONDS WEST, 66.75 FEET); THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 49.68 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 36.17 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 20 DEGREES 37 MINUTES 47 SECONDS EAST, 35.39 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 18.31 FEET TO THE SOUTHERLY LINE OF THE EASEMENT FOR WATER MAIN GRANTED TO THE VILLAGE OF BROADVIEW, ILLINOIS BY INSTRUMENT RECORDED JANUARY 16, 1991 AS DOCUMENT NO. 91025575 (THE CHORD OF SAID ARC BEARS SOUTH 48 DEGREES 20 MINUTES 50 SECONDS EAST, 18.26 FEET); THENCE NORTH 88 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG THE

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7-10-1994

ILLINOIS COURT REPORTERS ASSOCIATION

10-13-94

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10-13-94

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SOUTHERLY LINE OF SAID EASEMENT, 41.70 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST, 93.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 255.36 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, 252.59 FEET); THENCE NORTH 29 DEGREES 21 MINUTES 26 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 99.42 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 250.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 127.68 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, 126.29 FEET); THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 52.67 FEET;
THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST, 222.96 FEET;
" SOUTH 86 " 39 " 43 " WEST, 100.18 " ;
" NORTH 89 " 51 " 16 " WEST, 62.41 "

TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 33.24 FEET TO A POINT ON A LINE 60.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, SAID POINT BEING 1872.20 FEET SOUTH OF THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHERLY LINE OF THE 50 FOOT WIDE STRIP OF LAND CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY WARRANTY DEED RECORDED APRIL 24, 1891 IN BOOK 3477 PAGE 135 AS DOCUMENT NO. 1455575; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 34.54 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 414.97 FEET;
" NORTH 00 " 05 " 44 " EAST, 22.93 " ;
" SOUTH 89 " 54 " 16 " EAST, 424.02 " ;

THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 78.72 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 11 DEGREES 20 MINUTES 22 SECONDS WEST, 78.21 FEET); THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 50.12 FEET (THE CHORD OF SAID ARC BEARS SOUTH 15 DEGREES 26 MINUTES 09 SECONDS WEST, 49.99 FEET); THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 426.80 FEET TO A POINT ON SAID WEST LINE OF 13TH AVENUE, 375.49 FEET NORTH, AS MEASURED ALONG SAID WEST LINE OF 13TH AVENUE, NORTH OF THE AFORESAID POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE OF 13TH AVENUE, 375.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THAT PART OF THE NORTH 10 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF AND ADJOINING THE STRIP OF LAND 50 FEET IN WIDTH CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY WARRANTY DEED RECORDED APRIL 24, 1891 IN BOOK 3477 PAGE 135 AS DOCUMENT NO. 1455575 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTH 10 ACRES) LYING SOUTH OF THE RAILROAD OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PERPETUAL EASEMENTS FOR ACCESS, INGRESS, EGRESS AND PARKING, PERPETUAL EASEMENTS FOR UTILITIES AND EASEMENT FOR CONSTRUCTION, MAINTENANCE AND RECONSTRUCTION, AS DESCRIBED IN THAT CERTAIN OPERATION AND EASEMENT AGREEMENT DATED _____ 1993 AND RECORDED ON _____, 1993 WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. _____ IN, TO, OVER, UNDER, ALONG, UPON AND ACROSS, AS APPLICABLE, THE FOLLOWING PARCEL OF LAND:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF 13TH AVENUE ACCORDING TO THE PLAT OF DEDICATION RECORDED JANUARY 15, 1951 AS DOCUMENT NO. 14991584, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22, WITH THE NORTH LINE OF CERMAK ROAD AS WIDENED, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22 (THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE OF 13TH AVENUE, 135.92 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST AT RIGHT ANGLES TO SAID WEST LINE OF 13TH AVENUE, 395.28 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 137.55 FEET TO A POINT ON SAID NORTH LINE OF CERMAK ROAD AS WIDENED ACCORDING TO THE PLAT OF DEDICATION RECORDED JANUARY 29, 1958 AS DOCUMENT NO. 17121588, SAID POINT BEING 395.29 FEET, AS MEASURED ALONG SAID NORTH LINE OF CERMAK ROAD AS WIDENED, WEST OF THE AFOREMENTIONED POINT OF COMMENCEMENT; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS WEST ALONG SAID NORTH LINE OF CERMAK ROAD AS WIDENED, 157.75 FEET;

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THE STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

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THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST, 160.78 FEET;
" NORTH 89 " 54 " 16 " WEST, 393.57 " ;
THENCE SOUTHERLY ALONG A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 484.50 FEET, AN ARC DISTANCE OF 66.81 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 04 DEGREES 02 MINUTES 45 SECONDS WEST, 66.75 FEET); THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 49.68 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 36.17 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 20 DEGREES 37 MINUTES 47 SECONDS EAST, 35.39 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 18.31 FEET TO THE SOUTHERLY LINE OF THE EASEMENT FOR WATER MAIN GRANTED TO THE VILLAGE OF BROADVIEW, ILLINOIS BY INSTRUMENT RECORDED JANUARY 16, 1991 AS DOCUMENT NO. 91025575 (THE CHORD OF SAID ARC BEARS SOUTH 48 DEGREES 20 MINUTES 50 SECONDS EAST, 18.26 FEET); THENCE NORTH 29 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID EASEMENT, 41.70 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST, 91.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 255.35 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, 252.59 FEET); THENCE NORTH 29 DEGREES 21 MINUTES 26 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 99.42 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 250.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 127.68 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, 125.29 FEET); THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 52.67 FEET;
THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST, 222.96 FEET;
" SOUTH 86 " 39 " 43 " WEST, 100.18 " ;
" NORTH 89 " 54 " 16 " WEST, 62.41 " ;
TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 33.24 FEET TO A POINT ON A LINE 60.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, SAID POINT BEING 1872.20 FEET SOUTH OF THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHERLY LINE OF THE 50 FOOT WIDE STRIP OF LAND CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY WARRANTY DEED RECORDED APRIL 24, 1891 IN BOOK 3477 PAGE 135 AS DOCUMENT NO. 1455575; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 34.54 FEET;
THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 414.97 FEET;
" NORTH 00 " 05 " 44 " EAST, 22.93 " ;
" SOUTH 89 " 54 " 16 " EAST, 424.08 " ;

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THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 78.72 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 11 DEGREES 20 MINUTES 22 SECONDS WEST, 78.21 FEET); THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 50.12 FEET (THE CHORD OF SAID ARC BEARS SOUTH 15 DEGREES 26 MINUTES 09 SECONDS WEST, 49.99 FEET); THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 426.40 FEET TO A POINT ON SAID WEST LINE OF 13TH AVENUE, 375.49 FEET NORTH, AS MEASURED ALONG SAID WEST LINE OF 13TH AVENUE, NORTH OF THE AFORESAID POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE OF 13TH AVENUE, 375.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

SCHEDULE OF LEASES

<u>Lessor</u>	<u>Lessee</u>	<u>Date of Lease</u>	<u>Premises</u>
American National Bank And Trust Company of Chicago, as Trustee Under Trust Agreement dated December 1, 1991 and known as Trust No. 114854-06	Kmart Corporation	- Lease dated July 12, 1993 - Addendum to Lease undated	17.88 acres in Broadview Village Square, located at the northwest corner of Cermak Road and 17th Street, Broadview, Illinois
American National Bank And Trust Company of Chicago, as Trustee Under Trust Agreement dated December 1, 1991 and known as Trust No. 114854-06	PETSMART, INC.	- Lease dated July 17, 1993 - Amendment to Lease undated	25,416 square feet in Broadview Village Square, located at the northwest corner of Cermak Road and 17th Street, Broadview, Illinois
American National Bank And Trust Company of Chicago, as Trustee Under Trust Agreement dated December 1, 1991 and known as Trust No. 114854-06	The Sports Authority, Inc.	July 27, 1993	42,537 square feet in Broadview Village Square, located at the northwest corner of Cermak Road and 17th Street, Broadview, Illinois
American National Bank And Trust Company of Chicago, as Trustee Under Trust Agreement dated December 1, 1991 and known as Trust No. 114854-06	Marshalls of Broadview, IL., Inc.	- Lease dated July 27, 1993 - Lease Guarantee dated as of July 27, 1993	30,000 square feet in Broadview Village Square, located at the northwest corner of Cermak Road and 17th Street, Broadview, Illinois
American National Bank And Trust Company of Chicago, as Trustee Under Trust Agreement dated December 1, 1991 and known as Trust No. 114854-06	Home Depot U.S.A., Inc.	- Lease dated July 21, 1993 - Guaranty dated July 14, 1993	134,356 square feet plus a garden area of 28,474 square feet in Broadview Village Square, located at the northwest corner of Cermak Road and 17th Street, Broadview, Illinois

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