

94634001

East Dundee

ASSIGNMENT OF LEASES AND RENTS

ASSIGNMENT made as of the 18th day of July, 1994, by PRAIRIE MATERIAL SALES, INC., an Illinois corporation (hereinafter called "Assignor") to HARRIS TRUST & SAVINGS BANK, a national banking association (hereinafter called "Assignee").

WHEREAS, Assignor has executed notes of even date herewith (as amended from time to time, the "Notes"), payable in the aggregate to Assignee in the principal sum of Thirty-Three Million, Five Hundred Thousand and 00/100 Dollars (\$33,500,000.00), evidencing advances of loan proceeds pursuant to that certain credit agreement of even date herewith (as amended from time to time, the "Loan Agreement") by and between Assignor and Assignee; and

WHEREAS, to secure payment of the Notes, Assignor has executed and delivered a mortgage of even date herewith (as amended from time to time, the "Mortgage") granting to Assignee a mortgage on the premises legally described on Exhibit "A" attached hereto together with all buildings and improvements now or hereafter situated thereon and certain other property (collectively, the "Premises"); and

WHEREAS, Assignor, as an inducement to Assignee to disburse the proceeds of the loan evidenced by the Notes, is desirous of further securing the Notes.

NOW, THEREFORE, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to Assignee, and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) to Assignor in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and as further and additional security for payment of the Notes, the principal sum, interest, premium and other indebtedness evidenced thereby; any amendments, extensions, substitutions, replacements, exchanges or renewals of the Notes, any other indebtedness or obligation secured by the Mortgage, payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment, and the performance and observation of each and every covenant agreement and provision of Assignor contained in this Assignment, the Notes, the Mortgage, the Loan Agreement or any of the Additional Collateral Documents (as defined in the Loan Agreement), Assignor does hereby sell, assign and transfer unto Assignee all of the right, title and interest of Assignor in, to and under (i) the Identified Leases, if any, shown on Exhibit "B" attached hereto, (ii) all other leases, licenses or tenancies (including concessions) of the Premises or any part thereof, or any letting of or agreement for the use or occupancy of the Premises or any part thereof, whether written or oral, heretofore or hereafter made or agreed to by any party, including without limitation Assignee in the exercise of the powers herein

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LISA I. SANDLOW  
105 Wacker Drive #4000  
Chicago, IL 60606

6/30/94  
Lisa

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conferred or otherwise, and (iii) any and all extensions, renewals and replacements of any of the foregoing (all of the leases, tenancies and other rights described in (i), (ii) and (iii) above are herein referred to as the "Leases"), together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of the Leases, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to, it being the intention hereby to establish an absolute transfer and assignment of all of the said Leases, and all the avails thereof, to Assignee, and Assignor does hereby irrevocably appoint Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms in its discretion as it may determine (including without limitation for periods extending beyond the date of redemption of the Mortgage), and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the Leases existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

Assignor represents and agrees that without the prior express written consent of Assignee in each and every instance, which consent Assignee may grant or withhold in its discretion, no rent has been or will be paid by any person in possession of any portion of the Premises for more than one (1) installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced or discounted, or otherwise discharged or compromised by Assignor without the prior express written consent of Assignee in each and every instance, which consent Assignee may grant or withhold in its discretion. Assignor agrees not to make any other or further assignment of the rents or profits or leases prior to the release of this Assignment. Assignor shall not amend, cancel, abridge, terminate or otherwise modify (or permit or suffer the amendment, cancellation, abridgement, termination or modification of) any existing or future leases, or any portion thereof, without the express prior written consent of Assignee in each and every instance, which consent Assignee may grant or withhold in its discretion.

Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after

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the date of any Event of Default under any one or more of the Loan Agreement, Notes, Mortgage or any item of Additional Collateral shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Assignee.

Assignor agrees to execute and deliver immediately upon the request of Assignee, all such further assurances and assignments in the Premises as Assignee shall from time to time reasonably require.

Assignor intends that the leases and rents absolutely assigned as provided in this Assignment are no longer, during the term of this Assignment, property of Assignor or property of any estate of Assignor as defined by 11 U.S.C. §541 of the Bankruptcy Code and will not constitute collateral, cash or otherwise, of Assignor. If despite this specifically expressed intention of Assignor, any law exists requiring Assignee to take actual possession of the Property assigned hereunder (or some action equivalent to taking possession of the Premises, such as securing the appointment of a receiver) in order for Assignee to "perfect" or "activate" the rights and remedies of Assignee as provided in this Assignment, the undersigned waives to the extent permitted by law the benefits of such law and agrees that such law will be satisfied solely by:

A. Assignee giving Assignor notice as provided in this Assignment that Assignee intends to enforce, and is enforcing, or attempting to enforce, the rights and remedies of Assignee in and to the said property; and

B. Assignee giving notice to any or all tenants on the Premises that tenants should begin making payments as provided in the Leases directly to Assignee or the designee of Assignee.

Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding that, subject to the provisions of the Loan Agreement, Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless one of the following events shall occur, failure to pay any installment of principal or interest when due in accordance with the terms of the Notes and the expiration of any notice and grace periods expressly provided for thereby, or the

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occurrence of an Event of Default under and defined in any one or more of the Loan Agreement, the Mortgage or any of the items of Additional Collateral, or failure to perform or observe any of the agreements, obligations, warranties, representations, terms, provisions or conditions of this Assignment made or to be performed or observed by Assignor and thereupon and at any time thereafter, Assignee shall have the right, but not the obligation, to exercise any or all of its rights hereunder.

Nothing herein contained shall be construed as constituting Assignee an "assignee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Assignee, no liability in connection with events or occurrences accruing prior to the exercise of such power shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

Nothing herein contained shall be deemed to limit, affect or impair any rights which Assignee may have under the Loan Agreement, Notes, Mortgage or any of the Additional Collateral.

In any case in which under the provisions of the Mortgage Assignee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, and/or in any case in which pursuant to the provisions hereof Assignee has the right to exercise the rights and powers conferred upon it herein, then forthwith, upon demand of Assignee, Assignor agrees to surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises (and any or all property located thereon) or any part thereof personally, or by its agents or attorneys, and Assignee in its discretion 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 the Premises, together with all the documents, books, records, papers and accounts of Assignor or the then owner of the Premises relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, Assignor hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter and with full power

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to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Assignor to cancel or terminate, the same, to alter any lease, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Assignee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

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 leases or rental agreements relating to the Premises nor shall Assignee be obligated to collect any rents or enforce any leases. Assignor shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under 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 so perform or discharge any of the terms, covenants or agreements contained in said leases except with respect to liability, loss or damage in connection with events or occurrences occurring after Assignee takes possession. Should Assignee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof or in the defense of any claims or demands, Assignor agrees to reimburse Assignee for the amount thereof, including direct costs, direct expenses and reasonable attorneys' fees, immediately upon demand.

Assignee in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

A. To the payment of the operating expenses of the Premises, including, without limitation, compensation to Assignee and its agent or agents, if management of the Premises has been delegated to an agent or agents, lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, and premiums on insurance hereinabove authorized;

B. To the payment of taxes, special assessments and other impositions as defined in the Mortgage now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien hereof;

C. To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and

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improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;

D. To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

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

The provisions set forth in this Assignment herein shall be deemed a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, Loan Agreement, Notes or Additional Collateral Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any other instrument securing the Notes, all of which remedies shall be enforceable concurrently or successively. No exercise by Assignee of any of its rights hereunder shall cure, waive or affect any default hereunder, or default or Event of Default under the Notes, Loan Agreement, Mortgage or Additional Collateral Documents or the Mortgage. No inaction or partial exercise of rights by Assignee shall be construed as a waiver of any of its such rights and remedies, and no waiver by Assignee of any such rights and remedies shall be construed as a waiver by Assignee of any of its other rights and remedies.

In the event any tenant under any of the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the express prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee

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and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment that Assignee may elect.

This Assignment and all provisions hereof shall be binding upon Assignor, and each of them and their respective legal representatives, successors and assigns, and all other persons or entities claiming under or through them, or either of them, and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Notes, the Loan Agreement, Mortgage, any of the Additional Collateral Documents or this Assignment. The word "Assignee," when used herein, shall include Assignee's successors, assigns, and legal representatives, including all other holders, from time to time, of the Notes. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to its legal representatives, successors and assigns, including all holders from time to time of the Notes.

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

All obligations and undertakings of Assignor herein shall be the joint and several obligations and undertakings of each and all of the persons and entities constituting Assignor, and their respective legal representatives, successors and assigns.

Any provision or provisions of this Assignment which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this Assignment shall be of no force and effect, and in such event each and all of the remaining provisions of this Assignment shall subsist and remain and be fully effective according to the tenor of this Assignment the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this Assignment.

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All notices, demands and requests given or required to be served by either party hereto to the other party shall be in writing. All such notices, demands and requests by Assignee to Assignor shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to Assignor:

Prairie Material Sales, Inc.  
7601 W. 79th Street  
Bridgeview, IL 60455  
Attention: Jack Oremus

with a copy to Hamblet, Casey, Oremus & Vacin, 75 E. Wacker Drive, Suite 200, Chicago, IL 60601, Attention: Dorothy A. Oremus, Esq. or to such other address as Assignor may from time to time designate by written notice to Assignee given as herein required. All notices, demands and requests by Assignor to Assignee shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to Assignee at:

Harris Trust & Savings Bank  
P.O. Box 756  
111 W. Monroe  
Chicago, IL 60603  
Attention: David L. Sauerman

and with a copy to Altheimer & Gray, 10 S. Wacker Drive, Suite 4000, Chicago, Illinois 60606, Attention: Melanie Rovner Cohen, Esq. or to such other address as Assignee from time to time may designate by written notice to Assignor given as herein required.

Notices, demands and requests given in the manner aforesaid shall be deemed delivered or served for all purposes hereunder at the time such notice, demand or request shall be delivered or on the date shown on the return receipt, as the case may be.

This Assignment is a duplicate original of another document. These two documents together shall constitute one assignment which can be foreclosed upon as to all or any portion of the Mortgaged Premises in either or both county(ies) in which the Real Estate is located as Assignee may determine in its sole discretion.

This Assignment shall be governed by the laws of the State of Illinois. Time is of the essence of this Assignment. Neither this Assignment nor any provision hereby may be amended, modified, waived, discharged or terminated orally. Powers of attorney conferred on Assignee herein are powers coupled with an interest and cannot be revoked, modified or altered without the express prior written consent of Assignee. As used in this Assignment, the singular shall include the plural and the plural shall include the



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singular, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS ASSIGNMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ASSIGNEE OR ASSIGNOR IN RESPECT HEREOF, SHALL BE BROUGHT AND VENUE MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ASSIGNEE'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THIS IS A DUPLICATE ORIGINAL OF ANOTHER ASSIGNMENT DOCUMENT EXECUTED CONCURRENTLY HEREWITH. THESE TWO DOCUMENTS TOGETHER SHALL CONSTITUTE ONE ASSIGNMENT WHICH CAN BE FORECLOSED UPON AS TO ALL OR ANY PORTION OF THE MORTGAGED PREMISES IN EITHER OR BOTH COUNTY IN WHICH THE REAL ESTATE IS LOCATED AS ASSIGNEE MAY DETERMINE IN ITS SOLE DISCRETION. ASSIGNOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF SUCH LITIGATION AS SET FORTH ABOVE AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH LITIGATION. ASSIGNOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE AT THE ADDRESS OF ASSIGNOR STATED ABOVE OR AT ANY OTHER ADDRESS OF ASSIGNOR WITHIN OR WITHOUT THE STATE OF ILLINOIS. ASSIGNOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE PLACE OR VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ASSIGNOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, ASSIGNOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS ASSIGNMENT.

ASSIGNEE AND ASSIGNOR HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS ASSIGNMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ASSIGNEE OR ASSIGNOR IN RESPECT HEREOF.

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above set forth.

This instrument was prepared by and upon recording shall be returned to Lisa I. Sandlow, 10 S. Wacker Drive, Suite 4000, Chicago, Illinois 60606.

## ASSIGNEE

HARRIS TRUST & SAVINGS BANK,  
a national banking association

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

Its: Vice President

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

## ASSIGNOR

PRAIRIE MATERIAL SALES, INC.,  
an Illinois corporation

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

Its: President

Attest: \_\_\_\_\_

Its: Secretary

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that John W. Oremus, personally known to me to be the President, of Prairie Material Sales, Inc., an Illinois corporation, and Jack Vita, personally known to me to be the 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 free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of July, 1998

Dorothy A. Oremus  
Notary Public

My Commission Expires: 7/21/98

~~~~~  
"OFFICIAL SEAL"  
Dorothy A. Oremus  
Notary Public, State of Illinois  
My Commission Expires 07/21/98  
~~~~~

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## EXHIBIT "A"

### COOK COUNTY PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30 LYING NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 72 AND COMMONLY KNOWN AS NEW HIGGINS ROAD, AND WESTERLY OF THE EASTERLY RIGHT OF WAY OF HEALY ROAD, (EXCEPT THE WEST 190.0 FEET THEREOF AND EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY DOCUMENT NO. 12378247 RECORDED OCTOBER 5, 1939 FOR HIGHWAY PURPOSES DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION DESCRIBED AS BEING A STRIP OF LAND 66 FEET IN WIDTH RUNNING FROM THE NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED DUAL HIGHWAY OF STATE BOND ISSUE ROUTE 63 TO THE CENTERLINE OF HIGGINS ROAD AS NOW TRAVELED, CENTERLINE OF SAID 66 FOOT STRIP BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1412.73 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 59 DEGREES 01 MINUTES FROM THE SOUTH TO THE SOUTHEAST WITH SAID WEST LINE A DISTANCE OF 109.59 FEET TO A POINT, SAID LINE BEING SAID NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED DUAL HIGHWAY; THENCE SOUTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 10017.06 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, SAID CURVE BEING SAID NORTHERLY RIGHT OF WAY LINE OF PROPOSED DUAL HIGHWAY, A DISTANCE OF 762.2 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE, A DISTANCE OF 245.11 FEET TO A POINT IN THE AFORESAID CENTERLINE OF HIGGINS ROAD AS NOW TRAVELED, SAID POINT BEING 894.51 FEET FROM AFORESAID WEST LINE OF SAID SECTION 30 AS MEASURED ALONG SAID CENTERLINE OF HIGGINS ROAD, IN TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE SOUTH HALF OF LOT 1 AND THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT A (EXCEPT THAT PART OF SAID LOT 1 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. ALSO THE SOUTH HALF OF LOT 2 AND THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 2 (EXCEPT THAT PART OF SAID LOT 2 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. EXCEPTING THE WEST 190.0 FEET OF THE SOUTH HALF OF SAID LOT 2 AND ALSO EXCEPTING THE WEST 190.0 FEET OF THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 2 CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. 18454231, RECORDED APRIL 10, 1962.

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## EXHIBIT "A" - CONTINUED

### KANE COUNTY PARCEL ONE:

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72, AND COMMONLY KNOWN AS NEW HIGGINS ROAD; THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 25; SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 IN TOWNSHIP AND RANGE AS AFORESAID; THENCE NORTH 80 DEGREES 23 MINUTES WEST 948.50 FEET; THENCE NORTH 00 DEGREES 14 MINUTES WEST 925.90 FEET; THENCE SOUTH 81 DEGREES 12 MINUTES EAST 1,447.30 FEET; THENCE NORTH 04 DEGREES 22 MINUTES EAST 2,365.00 FEET; THENCE SOUTH 80 DEGREES 19 MINUTES EAST 667.90 FEET TO THE EAST LINE OF SAID SECTION 25; THENCE SOUTH ON SAID SECTION LINE 3,085.30 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE WEST ON SAID SECTION LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

### PARCEL TWO:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: THE EAST 40.00 FEET (AS MEASURED NORMAL TO THE EAST LINE) OF LOT 2 IN ROCK ROAD INDUSTRIAL SUBDIVISION UNIT NO. 1, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

### PARCEL THREE:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2 IN ROCK ROAD INDUSTRIAL SUBDIVISION NO. 1; THENCE NORTH 80 DEGREES 44 MINUTES 44 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 66.87 FEET TO A POINT BEING 66 FEET WESTERLY OF (AS MEASURED NORMAL TO) THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH SAID EAST LINE, 400.00 FEET; THENCE NORTH 80 DEGREES 44 MINUTES 44 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 60.00 FEET; THENCE NORTH 75 DEGREES 33 MINUTES 22 SECONDS WEST, 545.37 FEET TO A POINT ON THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH BY DEED DATED FEBRUARY 3, 1881 AND RECORDED FEBRUARY 7, 1881 IN BOOK 200, PAGE 253, AS DOCUMENT NO. 13594; THENCE NORTH 00 DEGREES 01 MINUTES 01 SECONDS WEST, ALONG SAID EAST LINE 1,245.28 FEET TO THE NORTH LINE OF NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, 989.30 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE, 1,859.85 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

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EXHIBIT "A" - CONTINUED

**PARCEL FOUR:**

THAT PART OF THE EAST HALF OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES, 30 MINUTES, 0 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION, 1514.7 FEET; THENCE NORTH 2 DEGREES, 06 MINUTES, 0 SECONDS EAST 3006.4 FEET TO A POINT 451.1 FEET SOUTHERLY, MEASURED ALONG THE LAST DESCRIBED LINE EXTENDED FROM THE SOUTHERLY LINE OF STATE ROUTE NO. 63; THENCE SOUTH 87 DEGREES 54 MINUTES 4 SECONDS EAST 234 FEET; THENCE NORTH 2 DEGREES 06 MINUTES 0 SECONDS EAST 478.9 FEET TO THE SOUTHERLY LINE OF SAID STATE ROUTE NO. 63; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING; IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EAST DUNDEE

Parcel 7:

The interest of Licensee under that certain License Agreement dated June 1, 1987 by and between Commonwealth Edison Company and Road Materials Corporation in respect to the Real Estate legally described as follows:

The property North of Higgins Road and East of Route 25 and South of Penny Road in Barrington Township.

Property of Cook County Clerk's Office



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## EAST DUNDEE

Parcel 8:

The interest of Grantee under that certain Utility Easement dated May 26, 1989 by and between Material Service Corporation and Road Materials Corp. in respect to the following Real Estate legally described as follows:

That part of the Northwest quarter of Section 25, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the northerly right of way line of Illinois Route No. 72 as described in Document No. 206554, recorded March 31, 1922 and the westerly line of property described in Document No. 1183769, recorded February 22, 1971; thence azimuth 3 degrees 33 minutes 07 seconds (assumed) along the westerly line of said Document No. 1183769, and the easterly line of the Dundee Township Cemetery, 292.89 feet to the northwest corner of said Document No. 1183769; thence azimuth 117 degrees 28 minutes 21 seconds along the north line of said Document No. 1183769, 54.70 feet; thence azimuth 183 degrees 33 minutes 07 seconds, 292.89 feet to the northerly right of way line of said Route No. 72; thence azimuth 297 degrees 28 minutes 21 seconds, along said northerly right of way line, 54.70 feet to the point of beginning, in Kane County, Illinois.

Also: That part of the west half of Section 24 and the northwest quarter of Section 25, both in Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the northerly right of way line of Illinois Route No. 72 as described in Document No. 206554, recorded March 31, 1922 and the westerly line of property described in Document No. 1183769 recorded February 22, 1971; thence azimuth 3 degrees 33 minutes 07 seconds (assumed) along the westerly line of said Document No. 1183769 and the easterly line of the Dundee Township Cemetery, 292.89 feet to the northwest corner of said Document No. 1183769, and the point of beginning; thence azimuth 3 degrees 33 minutes 07 seconds along the easterly line of said Dundee Township Cemetery, 933.99 feet to a point on the north line of said northwest quarter 768.50 feet easterly of the northwest corner of said northwest quarter; thence azimuth 89 degrees 01 minutes 55 seconds, along the north line of said northwest quarter, 284.75 feet to the southwest corner of Document No. 942761; thence azimuth 359 degrees 22 minutes 41 seconds, along the westerly line of said Document No. 942761, 2362.30 feet to the southeast corner of Bonnie Acres, recorded July 26, 1956 as Document No. 813020; thence azimuth 358 degrees 49 minutes 17 seconds along the east line of said Bonnie Acres and said line extended northerly 858.41 feet to the southerly right of way line of Illinois Route No. 68; thence northeasterly along said southerly right of way line, being on a curve to the right of radius 10,061.06 feet, an arc distance of 50.34 feet; thence azimuth 178 degrees 49 minutes 17 seconds, 864.34 feet; thence azimuth 179 degrees 22 minutes 41 seconds, 2412.24 feet; thence azimuth 269 degrees 01 minutes 55 seconds, 288.25 feet; thence azimuth 183 degrees 33 minutes 07 seconds, 909.96 feet to the northerly line of said Document No. 1183769; thence azimuth 297 degrees 28 minutes 21 seconds along the north line of said Document No. 1183769, 54.70 feet to the point of beginning, in Kane County, Illinois.

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## EAST DUNDEE

Parcel 9:

The interest of Grantee under that certain Access Easement dated May 26, 1989 by and between Material Service Corporation and Road Materials Corp. in respect to the following Real Estate legally described as follows:

A 33' wide strip of land being part of the North East 1/4 of Section 25, Township 42 North, Range 8 East of the Third Principal Meridian, whose centerline is more particularly described as follows:

Beginning at a point on the North line of Rock Road Industrial Subdivision, Unit No. 1, recorded in plat book 66, page 35 in the Kane County Records Office, said point being 16.72 ft., more or less, North Westerly the intersection of the East R.O.W. line of Rock Road Drive and the North line of said Rock Road Industrial Subdivision, thence North  $0^{\circ}-14'-58''$  East, parallel to and 16.50 ft. West, measured normally, from the East property line of Material Service Corp. for a distance of 1693.56 ft., more or less, to the North line of said Section 25.

Also: A triangularly shaped piece of land being part of said Section 25, more particularly described as follows:

Commencing at the intersection of the East R.O.W. line of said Rock Road Drive and the North line of said Rock Road Industrial Subdivision; thence N.  $80^{\circ}-26'$  W. along said North line for a distance of 33.44 ft., more or less, for a Point of Beginning; Thence N.  $80^{\circ}-26'$  E. along said North line for a distance of 37.55 ft. to the intersection of said North line and the West R.O.W. line of said Rock Road Drive.; thence N.  $31^{\circ}10'09''$  E. along the Northerly extension of said West R.O.W. line for a distance of 132.79 ft., more or less, to a point. Said point being 33 ft. West, measured normally, from the East property line of said Material Service Corp., thence South  $0^{\circ}14'58''$  West parallel to said East property line for a distance of 133.60 ft., more or less, to the Point of Beginning, all in Dundee Township, Kane County, Illinois.

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EAST DUNDEE

Parcel 10:

The interest of Licensor in that certain License Agreement dated May 26, 1989 by and among Cole Taylor Bank/Main, Road Materials Corp. and Material Service Corporation in respect to the Real Estate legally described in said License Agreement.

Property of Cook County Clerk's Office

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EAST DUNDEE

Parcel 11:

The interest of Road Materials Corporation under that certain Temporary Construction and Hauling Drive-Way License Agreement with Road Materials Corporation dated March 1, 1993 by and between the Village of East Dundee and Road Materials Corporation in respect to the Real Estate legally described in said License Agreement.

Property of Cook County Clerk's Office

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EXHIBIT "B"

SCHEDULE OF IDENTIFIED LEASES

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