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COOK COUNTY, ILLINOIS  
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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS IS DATED July 22, 1994, between AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 16, 1985 AND KNOWN AS TRUST NO. 65476 and GEORGE N. GOLDMAN (collectively, "Grantor") and GRAND NATIONAL BANK, a national banking association ("Lender").

### SECTION 1: ASSIGNMENT

1.1 Assignment. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the real property described on the attached Exhibit A and all leases and contract rights arising from said real property.

1.2 SCOPE. THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THIS ASSIGNMENT, THE LOAN AGREEMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE TERMS SET FORTH HEREIN.

### SECTION 2: WAIVERS, REPRESENTATIONS AND WARRANTIES

2.1 Grantor's Waivers. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing an action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

2.2 Grantor's Representations and Warranties. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Assignment and to hypothecate the Property; (c) Grantor has established adequate means of

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obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**2.3 Grantor's Representations and Warranties with Respect to the Rents.** With respect to the Rents, Grantor represents and warrants to Lender that:

(a) **Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

(b) **Right to Assign.** Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

(c) **No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

(d) **No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as otherwise provided in this Agreement.

## SECTION 3: PERFORMANCE; AGREEMENTS REGARDING RENTS

**3.1 Payment and Performance.** Except as otherwise provided in this Assignment, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**3.2 Lender's Right to Collect Rents.** Lender shall have the right at any time after an Event of Default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

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(a) **Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

(b) **Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

(c) **Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

(d) **Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

(e) **Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

(f) **Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

(g) **Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

(h) **No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts

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or things shall not require Lender to do any other specific act or thing.

**3.3 Application of Rents.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**3.4 Full Performance.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Loan Agreement, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**3.5 Expenditures by Lender.** If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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## SECTION 4: EVENTS OF DEFAULT; REMEDIES

4.1 **Events of Default.** An Event of Default under the Loan Agreement shall constitute an Event of Default hereunder.

4.2 **Rights and Remedies.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

(a) **Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

(b) **UCC Remedies.** Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

(c) **Collect Rents.** Unless Lender shall have already done so, Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subsection either in person, by agent, or through a receiver.

(d) **Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a

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substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(e) **Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment, the Loan Agreement, the Related Documents or available at law or in equity.

**4.3 Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

**4.4 Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover reasonable attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

## SECTION 5: DEFINITIONS; MISCELLANEOUS PROVISIONS.

**5.1 Definitions.** The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code (810 ILCS 1/1 et seq. as

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amended from time to time). All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Assignment.** The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

**Borrower.** The word "Borrower" means each party executing the Notes, including, without limitation, Grantor.

**Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in Section 4.1 hereof.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

**Lender.** The word "Lender" means GRAND NATIONAL BANK, its successors and assigns.

**Loan Agreement.** The words "Loan Agreement" mean that certain Business Loan Agreement dated as of July 22, 1994 between Borrower and Lender, as it may be amended from time to time.

**Note.** The word "Note" means the (i) Promissory Note from

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Grantor, among others, to Lender dated July 22, 1994 in the principal amount of \$1,395,000.00 and (ii) Promissory Note from Grantor, among others, to Lender dated July 22, 1994 in the principal amount of \$971,250.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory notes. The Notes have final maturity dates of July 22, 1999.

**Property.** The word "Property" means the Real Property, and all improvements thereon.

**Real Property.** The words "Real Property" mean the property, interests and rights described on the attached Exhibit A.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, collateral assignments and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all rents, revenues, income, issues, royalties, profits and other benefits derived from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

## 5.2 Miscellaneous Provisions.

(a) **Entire Agreement; Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law.** This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, the State of Illinois. LENDER AND GRANTOR HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER LENDER OR ANY GRANTOR AGAINST THE OTHERS. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

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(c) **Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

(d) **Merger.** There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

(e) **Multiple Parties; Corporate Authority.** All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment. To the extent that Grantor is a corporation or partnership, it hereby represents and warrants to Lender that the execution of this Assignment has been authorized by all necessary corporate or partnership action, as the case may be.

(f) **Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

(g) **Successors and Assigns.** Subject to the limitations stated in this Assignment on transfer of Grantor's interest in the Real Property or a change in ownership of Grantor, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

(h) **Survival.** All warranties, representations, and covenants made by Grantor in this Assignment or in any certificate or other instrument delivered by Grantor to Lender under this Assignment shall be considered to have been relied upon by

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Lender and will survive the making of the loan secured hereby and delivery to Lender of the Related Documents, regardless of any investigation made by Lender or on Lender's behalf.

(i) **Time Is of the Essence.** Time is of the essence in the performance of this Assignment.

(j) **Agency.** Nothing in this Assignment shall be construed to constitute the creation of a partnership or joint venture between Lender and Grantor. Lender is not an agent or representative of Grantor. This Assignment does not create a contractual relationship with and shall not be construed to benefit or bind Lender in any way with or create any contractual duties by Lender to any other person.

(k) **No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

(l) **Notices.** All notices required to be given under this Assignment shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown on the signature pages hereof or, if via facsimile, when sent via facsimile transmission to the party to whom the notice is to be given at the facsimile number shown on the signature pages hereof, confirmation is received of successful transmission and such notice is also sent by any other means provided for hereunder. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address(es). For all purposes hereunder, notice to George N. Goldman shall constitute notice to all Grantors.

(m) **Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

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(n) Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS ASSIGNMENT, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

(o) Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions.

(p) Lender's Discretion. Whenever this instrument requires either Lender's consent, election, approval or similar action or otherwise vests in Lender the authority to make decisions and/or determinations, such actions shall be made or withheld in Lender's sole and absolute discretion, unless specifically provided otherwise and the granting of any consent, approval or similar action by Lender in any instance shall not constitute continuing consent or approval in subsequent instances where such is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

AMERICAN NATIONAL BANK  
AND TRUST COMPANY AS  
TRUSTEE UNDER TRUST  
AGREEMENT DATED SEPTEMBER 26, 1985  
AND KNOWN AS TRUST NO. 654-16

This instrument is executed by the undersigned bank Trustee personally but solely as trustee in the exercise of the power and authority conferred upon and vested in the undersigned Trustee as fully understood and agreed that all the terms, conditions, covenants, representations, warranties, undertakings, and obligations of the Trustee are undertaken by the undersigned Trustee personally. No personal liability shall be assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this agreement.

By: \_\_\_\_\_  
Its: \_\_\_\_\_ VP

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Address: 33 North LaSalle Street  
Chicago, Illinois 60690  
Attention: Land Trust Dept.  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_  
**GEORGE N. GOLDMAN**

Address: 1500 Harlan Lane  
Lake Forest, IL 60045  
Tel: (708) 295-5992 Fax: (708) 295-5997

**LENDER**

**GRAND NATIONAL BANK**

Address: 2323 West Grand Ave.  
Waukegan, Illinois 60079-1010  
Attention: Paul G. Ward  
Tel: (708) 623-9000 Fax: (708) 623-5765

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. NICHOLAS WARD and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of Grantor, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their free and voluntary act, and as the free and voluntary act of Grantor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of July, 1994.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public  
"OFFICIAL SEAL"  
DOROTHY THIEL  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 02/11/96

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## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that George N. Goldman, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Grantor, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of Grantor, for the uses and purposes therein set forth.

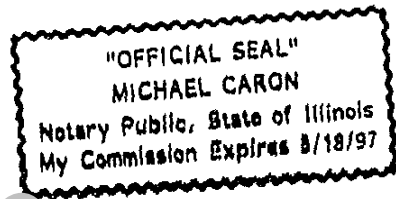
Given under my hand and notarial seal this 26th day of July, 1994.

*Michael Caron*  
\_\_\_\_\_  
Notary Public

Prepared by and Return to:

Crowley, Barrett & Karaba, Ltd.  
20 South Clark Street, Suite 2310  
Chicago, Illinois 60603-1895

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EXHIBIT A

PARCEL 1:

LOT 1 IN SOCIAL DYNAMIC'S INC. /ALLEN HANSEN SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1984 AS DOCUMENT 27294319 IN COOK COUNTY, ILLINOIS

PARCEL 2:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OCTOBER 16, 1984 AS DOCUMENT 27294858 OVER THE SOUTH 80 FEET OF THE WEST 330.34 FEET (AS MEASURED ALONG THE MOST NORTHERLY SOUTH LINE) OF LOT 1 IN SOCIAL DYNAMIC'S INC./ALLEN HANSEN SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1984 AS DOCUMENT 27294319 IN COOK COUNTY, ILLINOIS

PIN 31-22-200-011-0000

Address: 1031 Kostner Ave., Matteson, Illinois

Crowley Barrett & Karaba, Ltd.  
Suite 2310  
Two First National Plaza  
Chicago, IL 60603-1807

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