

UNOFFICIAL COPY

IL.5

9 2 9 1 9 4 1 94949415

94949415

ASSIGNMENT OF RENTS AND LEASES

from

**BANK OF HOMEWOOD,
an Illinois state bank,
as Trustee under a Trust Agreement dated
October 12, 1994, and known as
Trust No. 94061, and not personally**

94949415

and

LAFAYETTE GATLING

and

MARGUERITE GATLING

to

**BANK OF HOMEWOOD,
an Illinois state bank**

DEPT-11 947.00
T#7777 TRAN 0331 11/07/94 15:31:00
#5496 # DW *-94-949415
COOK COUNTY RECORDER

Dated as of October 17, 1994

**This Instrument Prepared by and
to be Returned After Recording to:**

**Stephen L. Golan, Esq.
Field, Golan & Swiger
21st Floor - Three First National Plaza
Chicago, Illinois 60602**

Address of Property:

**Northeast Corner of 175th Street and Cicero Ave
Country Club Hills, Illinois**

Permanent Index Numbers:

94949415

47.00
RP
October 14, 1994

UNOFFICIAL COPY

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BANK OF HOMEWOOD, an Illinois state bank, as Trustee under a Trust Agreement dated October 12, 1994, and known as Trust No. 94061, and not personally (the "Mortgagor"), in order to secure an indebtedness in the total principal sum of ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND DOLLARS (\$1,870,000), executed a First Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to BANK OF HOMEWOOD (the "Lender"), 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 "Project"); and

WHEREAS, the Lender is the holder of the Mortgage and of the Mortgage Note of the Mortgagor of even date herewith in the principal amount of \$1,870,000, secured by the Mortgage; and

WHEREAS, LAFAYETTE GATLING, SR. and MARGUERITE GATLING (the "Borrower"), are the sole beneficiaries under the Trust Agreement by which the Mortgagor was created;

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the loan secured by the Mortgage, the Mortgagor and the Borrower do hereby sell, assign, transfer and set over unto the Lender, 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 Project, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Lender under the power hereinafter granted, (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 guaranties 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 Lender, including all leases and subleases and agreements now existing upon the Project.

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

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

October 14, 1994

94949415

Section 2. Collection of Rents. The Mortgagor and the Borrower do hereby irrevocably authorize the Lender 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 or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Project or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Lender shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness to liability of the Mortgagor or the Borrower to the Lender, 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 Project, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Project or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Lender 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 Borrower and the Lender, 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 Borrower to the Lender 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 Lender shall not exercise its rights and powers under this Assignment until after an event of default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an Event of Default occurs under the Mortgage, or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period, and the Mortgagor and the Borrower shall have a license to collect the rentals from the Project until an Event of Default.

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

Section 7. Leases of the Project. After notice from Lender to Mortgagor and Borrower, the Mortgagor and the Borrower agree (i) that they will not enter into any lease of the Project or any portion thereof without the prior written consent of the Lender, which consent will not be unreasonably withheld; (ii) that they at all times will duly perform and observe all of the terms, provisions, covenants and agreements on their respective parts to be performed and observed under any and all leases of the Project 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,

UNOFFICIAL COPY

-3-

modification or amendment of any lease of the Project or any portion thereof, including, but not limited to, the Leases, without the prior written consent of the Lender, which consent will not be unreasonably withheld; 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 Lender, all leases of space in the Project shall be prepared on a lease form approved by the Lender.

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:

in case of Borrower to: LaFayette Gatling, Sr. and Marguerite Gatling
Gatling's Chapel, Inc.
10133 South Halsted Street
Chicago, Illinois 60628

with a copy to: Scott J. Canel, Esq.
Scott J. Canel & Associates
10 South LaSalle Street
Suite 3440
Chicago, Illinois 60603

in the case of Lender to: Bank of Homewood
2034 Ridge Avenue
Homewood, Illinois 60430
Attn: Karl M. Swanson, Commercial Loan Officer

with a copy to: Stephen L. Golan, Esq.
Field Golan & Swiger
21st Floor - Three First National Plaza
Chicago, Illinois 60602

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. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 10. 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.

October 14, 1994

94949415

UNOFFICIAL COPY

9 4 9 1 9 4 1

-4-

Section 11. 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 12. 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.

(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 Lender, or that any matter is to the Lender's satisfaction, or that any matter is to be as estimated or determined by the Lender, 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 Lender pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major real estate loans.

Section 13. 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 14. Execution by Mortgagor. This instrument is executed by Bank of Homewood, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said bank 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 First National Bank of Blue Island, 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. First National Bank of Blue Island by its execution hereof on behalf of the Mortgagor represents and warrants that it possesses full power and authority to execute this instrument.

October 14, 1994

94949415

UNOFFICIAL COPY

-5-

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of October 17, 1994.

BANK OF HOMEWOOD,
an Illinois state bank, not personally but solely as Trustee
as aforesaid

By *Julie L. May*
Its Vice-President
ASST TRUST OFFICER

ATTEST:

Karl M. Swanson
Title: *Communal Loan Officer*

LAFAYETTE GATLING, SR.,

Marguerite Gatling
MARGUERITE GATLING

Marguerite Gatling

94949415

94949415

October 14, 1994

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

4 7 9 9 4 1

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17th day of October, 1994, by Julie C. Haggis and Paul M. Swanson Trust Officer and Comptroller respectively, of Bank of Homewood, an Illinois state bank, as Trustee under a Trust Agreement dated October 12, 1994, and known as Trust No. 94061, on behalf of said Trustee.



W M Snow
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17th day of October, 1994, by Lafayette Gatling, Sr. and Marguerite Gatling,



W M Snow
Notary Public

94949415

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description

PARCEL A:

***THAT PART OF THE SOUTHWEST QUARTER AND THE NORTHWEST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER, A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING FOR THAT PART OF SAID SOUTHWEST QUARTER AND NORTHWEST FRACTIONAL QUARTER HEREINAFTER DESCRIBED; THENCE SOUTH CONTINUING ALONG SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER AND ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27, A DISTANCE OF 3949.34 FEET TO A POINT 72.64 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH EAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE MAKING AN ANGLE OF 120 DEGREES 37 MINUTES 29 SECONDS FROM NORTH TO SOUTHWEST WITH SAID EAST LINE OF SOUTHWEST QUARTER, A DISTANCE OF 818.88 FEET TO A POINT; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 704.76 FEET TO A POINT ON THE WEST LINE OF THE SOUTH EAST QUARTER OF SAID SOUTHWEST QUARTER, WHICH POINT IS 504.65 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 27; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE MAKING AN ANGLE OF 62 DEGREES 14 MINUTES 57 SECONDS FROM SOUTH TO SOUTHWEST WITH SAID WEST LINE OF THE SOUTH EAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 190.01 FEET TO A POINT; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 749.37 FEET TO A POINT ON A LINE 33 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 27; THENCE WEST ALONG SAID LINE 33 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 155.45 FEET TO AN INTERSECTION WITH A LINE 60 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27; THENCE NORTH ALONG SAID LINE 60 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTHWEST QUARTER, A DISTANCE OF 2619.72 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 659.03 FEET TO A POINT ON THE NORTH LINE OF LOT 8 IN ASSESSOR'S SUBDIVISION OF PART OF SECTIONS 22, 27, AND 28 WHICH POINT IS 50 FEET EAST OF THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 27; THENCE WEST ALONG SAID NORTH LINE OF LOT 8, A DISTANCE OF 50 FEET TO THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 27; THENCE NORTH ALONG SAID WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER BEING ALSO THE WEST LINE OF LOT 7 IN SAID ASSESSOR'S SUBDIVISION, A DISTANCE OF 699.42 FEET TO ITS INTERSECTION WITH A LINE 150 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE INDIAN BOUNDARY LINE AFORESAID; THENCE NORTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 934.32 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT 3 IN ARTHUR T. MCINTOSH AND CO'S SOUTHTOWN FARMS, UNIT NUMBER 5; THENCE SOUTH ALONG SAID WEST LINE OF LOT 3, A DISTANCE OF 40.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF LOTS 2 AND 3 IN SAID ARTHUR T. MCINTOSH AND CO'S SOUTHTOWN FARMS, UNIT NUMBER 5,

Continued...

UNOFFICIAL COPY

0 7 9 1 9 4 1

Parcel A - Legal Description - continued...

A DISTANCE OF 669.92 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 27 THENCE NORTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST FRACTIONAL QUARTER, BEING ALSO THE EAST LINE OF LOTS 1 AND 2 IN SAID ARTHUR T. MCINTOSH AND CO'S SOUTHTOWN FARMS UNIT NUMBER 5, A DISTANCE OF 339.24 FEET, TO A POINT 212 FEET NORTH OF THE SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 238.29 FEET TO A POINT IN THE WEST LINE OF THE EAST 1095 FEET OF THE EAST HALF OF SAID NORTHWEST FRACTIONAL QUARTER, WHICH POINT IS 263 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1095 FEET AFORESAID; A DISTANCE OF 220 FEET; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 483 FEET OF SAID NORTHWEST FRACTIONAL QUARTER, A DISTANCE OF 271 FEET; THENCE NORTH ALONG THE EAST LINE OF THE WEST 271 FEET OF THE EAST 1095 FEET OF SAID EAST HALF OF THE NORTHWEST FRACTIONAL QUARTER, A DISTANCE OF 279 FEET TO A POINT 204 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST FRACTIONAL QUARTER; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 435.45 FEET TO A POINT 396 FEET WEST OF AND 123 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER (AS MEASURED ON SAID NORTH LINE OF THE NORTHWEST FRACTIONAL QUARTER AND ON A LINE AT RIGHT ANGLES THERETO); THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 180.90 FEET, TO A POINT 216 FEET WEST OF AND 105 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER (AS MEASURED ON SAID NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER AND ON LINE AT RIGHT ANGLES THERETO); THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 216.59 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

EXCEPTING THEREFROM THE PROPERTY DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 27, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 120 FOOT CICERO AVENUE WITH THE NORTHERLY RIGHT OF WAY LINE OF 66 FOOT 175TH STREET; THENCE EAST ALONG SAID NORTHERLY LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF MOLINE EXPRESSWAY (I-80) AS ACQUIRED UNDER CONDEMNATION CASE NUMBER 61 S 315, JUDGEMENT ORDER ENTERED ON FEBRUARY 1, 1965; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO ITS INTERSECTION WITH A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST ALONG SAID PARALLEL LINE TO A POINT 20 FEET EAST OF (AS MEASURED ALONG SAID PARALLEL LINE) ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE AFORESAID; THENCE NORTHWESTERLY TO A POINT ON SAID EASTERLY LINE THAT IS 20 FEET NORTH OF (AS MEASURED ALONG SAID EASTERLY LINE) THAT LAST DESCRIBED INTERSECTION; THENCE SOUTH ALONG SAID EASTERLY LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Continued...

9499915

UNOFFICIAL COPY

9 4 9 ' 0 4 1

Legal Description - continued...

PARCEL B:

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTH EAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 50 FEET THEREOF) BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 185 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, FOR THAT PART OF SAID NORTHEAST QUARTER AND SOUTH EAST QUARTER HEREINAFTER DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 50 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 40 FEET; THENCE NORTHEASTWARDLY A DISTANCE OF 191.53 FEET TO A POINT 290 FEET EAST OF AND 120 FEET SOUTH OF SAID NORTHWEST CORNER OF THE NORTHEAST QUARTER (AS MEASURED ON THE NORTH LINE OF SAID NORTHEAST QUARTER AND ON A LINE AT RIGHT ANGLES THERETO); THENCE EAST PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 976 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID PARALLEL LINE, A DISTANCE OF 70 FEET, TO A POINT 50 FEET SOUTH OF SAID NORTH LINE OF THE NORTHEAST QUARTER; THENCE EAST PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1326.02 FEET, TO A POINT 60 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTHEASTWARDLY, A DISTANCE OF 14.16 FEET TO A POINT 60 FEET SOUTH OF THE NORTH LINE AND 50 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 1263.41 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 978.14 FEET TO A POINT 120 FEET WEST OF THE EAST LINE AND 347.48 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 238 FEET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 213.99 FEET, TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, WHICH POINT IS 304.31 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 1189.25 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTH EAST QUARTER OF SECTION 27, WHICH POINT IS 2040.11 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH EAST QUARTER; THENCE NORTH ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTH EAST QUARTER, A DISTANCE OF .30 FEET TO A POINT 716.03 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTH EAST QUARTER; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 1400.80 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTH EAST QUARTER, WHICH POINT IS 122.24 FEET EAST OF THE WEST LINE OF SAID SOUTH EAST QUARTER; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTH EAST QUARTER, A DISTANCE OF 72.24 FEET, TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 50 FEET OF SAID SOUTH EAST QUARTER; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 50.0 FEET OF THE SOUTH EAST QUARTER AND ALONG THE EAST LINE OF THE WEST 50 FEET OF SAID NORTHEAST QUARTER OF SECTION 27, A DISTANCE OF 3781.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

94949415

UNOFFICIAL COPY

Legal Description - continued...

PARCEL C:

ALL OF BLOCK 15 IN ARTHUR T. MCINTOSH AND CO'S SOUTHTOWN FARMS, UNIT NUMBER 3, BEING A SUBDIVISION IN FRACTIONAL SECTION 28, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF KILPATRICK AVENUE AND THE SOUTH LINE OF GEORGE BRENNAN HIGHWAY WHICH IS ALSO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE WEST LINE OF KILPATRICK AVENUE, A DISTANCE OF 57.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE FORMED BY CLOCKWISE ANGLE OF 44 DEGREES 44 MINUTES 28 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 205 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 114 DEGREES 56 MINUTES 34 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 415.62 FEET TO A POINT ON THE WEST LINE OF KILPATRICK AVENUE; THENCE ALONG A CURVE TO THE RIGHT OF 25 FEET RADIUS AND CENTRAL ANGLE OF 162 DEGREES 58 MINUTES 53 SECONDS TO A POINT ON THE EAST LINE OF CICERO AVENUE; THENCE NORTHWESTERLY ALONG THE EAST LINE OF CICERO AVENUE, A DISTANCE OF 377.26 FEET TO A POINT OF CURVATURE; THENCE ON A TANGENT IN A NORTHWESTERLY DIRECTION OF 43.37 FEET TO A POINT ON THE EAST LINE OF CICERO AVENUE AND THE SOUTH LINE OF GEORGE BRENNAN HIGHWAY; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF GEORGE BRENNAN HIGHWAY, A DISTANCE OF 312.40 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL D:

LOT 1 IN ARTHUR T. MCINTOSH AND CO'S SOUTHTOWN FARMS, UNIT NUMBER 5, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF LOT 1 LYING NORTHWESTERLY OF A LINE EXTENDED FROM SOUTHWESTERLY LINE OF SAID LOT 1, 245 FEET NORTHWESTERLY OF THE SOUTHERLY CORNER OF SAID LOT (MEASURED ON SAID SOUTHWESTERLY LINE) TO A POINT ON THE EAST LINE OF SAID LOT, 212 FEET NORTH OF THE SOUTHERLY CORNER OF SAID LOT, IN COOK COUNTY, ILLINOIS.

PARCEL E:

LOT 2 IN ARTHUR T. MCINTOSH AND CO'S SOUTHTOWN FARMS, UNIT NUMBER 5, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF LOT 2 LYING NORTHWESTERLY OF A LINE EXTENDED FROM THE SOUTHWESTERLY LINE OF SAID LOT 2, 336 FEET NORTHWESTERLY OF THE SOUTH LINE OF SAID LOT (MEASURED ON SAID SOUTHWESTERLY LINE) TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2, 245 FEET NORTHWESTERLY OF THE EAST LINE OF SAID LOT (MEASURED ON SAID NORTHEASTERLY LINE), IN COOK COUNTY, ILLINOIS.

Continued...

UNOFFICIAL COPY

Legal Description - continued...

PARCEL F:

LOT 3 IN ARTHUR T. MCINTOSH AND CO'S SOUTHTOWN FARMS, UNIT NUMBER 5, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART THEREOF LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE WEST LINE OF LOT 3 AFORESAID 150 FEET SOUTHEASTERLY OF SAID INDIAN BOUNDARY LINE (AS MEASURED ON A LINE DRAWN AT RIGHT ANGLES TO SAID INDIAN BOUNDARY LINE): THENCE NORTHEASTERLY TO A POINT 100 FEET SOUTHWESTERLY OF AND 70 FEET SOUTHEASTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT (AS MEASURED ON THE NORTHWESTERLY LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY TO THE NORTHEASTERLY LINE OF LOT 3 AFORESAID, 336 FEET NORTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID LOT, IN COOK COUNTY, ILLINOIS.

PARCEL G:

THE WEST 271 FEET OF THE EAST 1095 FEET OF THE NORTH 483 FEET OF THE EAST HALF OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, EXCEPTING THEREFROM THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 27, AT A POINT 824 FEET WEST OF THE NORTHEAST CORNER THEREOF; AND RUNNING THENCE WEST ALONG SAID NORTH LINE OF THE NORTHWEST FRACTIONAL QUARTER, A DISTANCE OF 271 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER, A DISTANCE OF 263 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 277.31 FEET TO A POINT ON THE WEST LINE OF THE EAST 824 FEET OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 27, WHICH POINT IS 204 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER; AND THENCE NORTH ALONG THE WEST LINE OF THE EAST 824 FEET AFORESAID, A DISTANCE OF 204 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL H:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 50 FEET THEREOF) BOUNDED AND DESCRIBED AS FOLLOWS:

Continued...

UNOFFICIAL COPY

9 2 9 1 9 4 1

Parcel H - Legal Description - continued...

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 27 AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 27, A DISTANCE OF 50 FEET, TO THE POINT OF BEGINNING FOR THAT PART OF SAID SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER, HEREINAFTER DESCRIBED; THENCE CONTINUING EAST ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 27, A DISTANCE OF 72.24 FEET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 83.94 FEET TO A POINT ON 50 FEET EAST OF THE WEST LINE OF THE SOUTH EAST QUARTER OF SECTION 27 AND 42.92 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 27; AND THENCE NORTH ALONG A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST QUARTER OF SECTION 27, A DISTANCE OF 42.92 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL I:

THOSE PARTS OF KILPATRICK AVENUE ADJOINING BLOCK 15 IN ARTHUR T. MCINTOSH AND COMPANY'S SOUTHTOWN FARMS UNIT NO. 3, BEING A SUBDIVISION IN FRACTIONAL SECTION 28, NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH LIE WEST OF THE EAST LINE OF SAID FRACTIONAL SECTION 28, SOUTH OF THE INDIAN BOUNDARY LINE; AND LIE SOUTH OF A LINE WHICH FORMS AN ANGLE OF 44 DEGREES 44 MINUTES 28 SECONDS (MEASURED FROM THE SOUTH TO THE SOUTHWEST) WITH THE EAST LINE, AND SAID EAST LINE EXTENDED NORTH, OF SAID BLOCK 15, AND WHICH INTERSECTS SAID EXTENDED LINE AT A POINT 57.21 FEET SOUTH FROM THE POINT OF INTERSECTION OF SAID EXTENDED LINE WITH THE SOUTHEASTERLY LINE OF GEORGE BRENNAN HIGHWAY, AS SAID GEORGE BRENNAN HIGHWAY IS SHOWN ON THE PLAT OF ARTHUR T. MCINTOSH AND COMPANY'S SOUTHTOWN FARMS UNIT NO. 3, AFORESAID; AND LIE EAST AND NORTHEAST OF A SOUTHWARD PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID BLOCK 15, SAID SOUTHWARD PROLONGATION BEING THE ARC OF A CIRCLE WHICH IS CONVEX TO THE NORTHEAST AND HAS A RADIUS OF 2342.01 FEET, AND IS 50 FEET, NORMALLY DISTANT, NORTHEASTERLY FROM AND CONCENTRIC WITH THE CENTER LINE OF CICERO AVENUE AS SHOWN ON THE PLAT OF ARTHUR T. MCINTOSH AND COMPANY'S SOUTHTOWN FARMS UNIT NO. 3 AFORESAID, (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE WHICH FORMS AN ANGLE OF 20 DEGREES 18 MINUTES 58 SECONDS - MEASURED FROM THE SOUTH TO THE SOUTHEAST - WITH THE EAST LINE EXTENDED SOUTH OF BLOCK 15 AND WHICH INTERSECTS SAID EAST LINE OF BLOCK 15 AT A POINT 592.58 FEET SOUTH FROM SAID POINT OF INTERSECTION OF SAID EAST LINE OF BLOCK 15, EXTENDED NORTH WITH SAID SOUTHEASTERLY LINE OF GEORGE BRENNAN HIGHWAY AND LYING NORTHEASTERLY OF THE WESTERLY LINE EXTENDED SOUTHEASTERLY OF SAID BLOCK 15), IN COOK COUNTY, ILLINOIS.***

94949415

UNOFFICIAL COPY

9 2 9 9 4 1

Permanent Real Estate Index Numbers

28-27-102-002	Vol. 034
28-27-102-004	Vol. 034
28-27-301-001	Vol. 034
28-27-302-002	Vol. 034
28-27-300-001	Vol. 034
28-27-101-002	Vol. 034
28-27-101-003	Vol. 034
28-27-101-009	Vol. 034
28-27-200-003	Vol. 034
28-27-201-002	Vol. 034
28-27-202-002	Vol. 034
28-27-400-004	Vol. 034
28-27-201-003	Vol. 034
28-27-202-003	Vol. 034
28-27-402-013	Vol. 034
28-28-407-001	Vol. 034
28-27-101-006	Vol. 034
28-27-101-007	Vol. 034
28-27-101-008	Vol. 034
28-27-102-003	Vol. 034
28-27-401-004	Vol. 034

94949415