95402772

RECORDATION REQUESTED BY:

First American Bank 201 S. State Street P.O. Box 307 Hampshire, IL 60140

WHEN RECORDED MAIL TO:

First American Bank 201 S. State Street P.O. Box 307 Hampshire, IL 60140

SEND TAX NOTICES TO:

Banogues Construction, Inc. 3842 Acorn Avenue Franklin Park, IL 30131

DEPT-01 RECORDING

\$33.00

T40012 TRAN 4800 06/22/95 09:56:00

- 66566 t JM - 4-95-402772

COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

4559178/95025676W

THIS ASSIGNMENT OF RENTS IS JATED JUNE 20, 1995, between Banogues Construction, Inc., whose address is 3642 Acorn Avenue, Franklin Park, IL 60131 (referred to below as "Grantor"); and First American Benk, whose address is 201 S. State Street, P.O. Box 307, Hampshire, IL. 60140 (referred to below as

ASSIGNMENT. For valuable consideration, Grantiff assigns and conveys to Lender all of Grantor's right, title. and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See Exhibit A attached hereto and made a part hereof.

The Real Property or its address is commonly known as 3842 Acorn Avenue, Franklin Park, IL 60131. The Real Property tax identification number is 12-19-400-018.

DEFINITIONS. The following words shall have the following meanings when weet in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the Unit States of America.

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

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor' means Banogues Construction, Inc...

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.

Lender. The word "Lender" means First American Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated June 20, 1995, in the original principal amount of \$60,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 10.500%.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

BOX 333-CTI

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UNOFFICIAL COPY

ASSIGNMENT OF RENTS

(Continued)

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, 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, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PETFORMANCE. 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 defaut 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.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to precive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and excepted by Lender in writing.

Right to Assign. Grantor has the full ight, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

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

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

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no 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:

Notice to Tonants. Lender may send notices to any and all terarts of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Leider's agent.

Enter the Property. Lender may enter upon and take possession of the 'roperty; demand, collect and receive from the tenants or from any other persons liable therefor, all of the kents; 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.

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.

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 gencies affecting the Property.

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.

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.

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.

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

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, 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

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(Continued)

expenditure until paid.

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FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall If Grantor pays all of the Indebtedness when due and otherwise performs all the execute and deliver to Grantor a suitable satisfaction of this Assignment and auitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any limitar person under any federal or state bankruptcy iaw or law for the relief of debtors, (b) by reason of any limitary person are order of any pourt or administrative body having jurisdiction over Lender or any of Lender's judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be considered, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never has been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Assignment.

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 orderest 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 either (i) the term of any applicable insurance policy or (ii) 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 lights provided for in this paragraph 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 s) as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of lender, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement niede or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Other Defaults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

Insolvency. The dissolution or termination of Grantor's existence as a pulse business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfelture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by my governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the forcelosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. 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:

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

Collect Rents. Lender shall have the right, without notice to Grantor, 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.

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ASSIGNMENT OF RENTS

(Continued)

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 subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages 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 progerve 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 mortgages 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 substantial amount. Employment by Lender shall not disqualify a person from serving as a

Other Remedles. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Walver; 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 under this Assignment after fair re of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this A. signment.

Attorneys' Fees; Experser. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be enlitted to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred fees at trial and on any appeal. Whether or not any court action is involved, all reasonable 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 repair at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' lees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify expense any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the exploration of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appeals all fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

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 of 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.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in eccurdance with the laws of the State of Illinois.

No Modification. Grantor shall not enter into any agreement with the holder of ar mortgage, deed of trust, or other security agreement which has priority over this Assignment by which it at 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.

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.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, 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.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Walver 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.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

Walvers 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

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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. 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. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsecution instances where such consent is required. consent to subsequent instances where such consent is required.

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

GRANTOR:
Banogues Construction, Inc.
By: X lat menally
Patrick G. McNalty, President
CORPORATE ACKNOWLEDGMENT
STATE OF
(15/2) 38
COUNTY OF COOK
On this 20 day of Aux 19 95, before me, the undersigned Notary Public, personally
appeared Patrick G. McNally, Practicant of Banogues Construction, inc., and known to me to be an authorized
agent of the corporation that executed the Assignment of Rents and actine wiedged the Assignment to be the free
and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this
Assignment and in fact executed the Assignment on behalf of the corporation.
By Suban & - Shub Presiding at Sharper
Notice Bublic in and for the State of TORING Suran L. Schwartz
Notary Public In and for the State of Illinois
My commission expires My Commission E.pires 8/27/96
my continuestor approx

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.19a (c) 1995 CFI ProServices, Inc. All rights reserved. [IL-G14 E3.19 BANOGUES.LN]

Property of Cook County Clerk's Office

EYHIBIT A - Page 1 of 2 2 2 2

PARCEL 1: TEAT PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 40 NORTH, PARMER 12 TAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS: POINT IN THE WEST LINE OF SAID EAST 1/2, WHICH IS 445.99 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF FRANKLIS AVENUE. CONTINUING THENCE SOUTH IN SAID WEST LINE 714.09 FERT TO A POINT OF CURVE, THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A PARITY OF 494.34 FEET FOR A DISTANCE OF 607.51 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LIRE OF A SPUR TRACT RIGHT OF MAY OF THE CHICAGO, MILHAUERE, ST. PAUL AND PACIFIC VALUEDAD COMPANY. AS SAID RIGHT OF WAY IS RECORDED IN THE EXCANDER A OFFICE OF COOK CAUNTY, ILLINOIS, IN BOOK 56324, ON PAGES 243 TO 248, AS DOCUMENT MARGER 17253047, ON THE 7TH DAY OF JULY, 1958, SAID HORTHERLY LINE BEING THE ARC OF A CIRCLE, CONVEX MORTHHESTERLY AND HAVING A RADIUS OF 461,12 FEET: THERESE EASTERLY ON SAID LAST DESCRIBED ARC 55.80 FRET TO ITS POINT OF TANGENCY, THEREE MODTH O DECREES OF MINUTES AT SECONDS HEST ON THE AXIS LINE OF SAID CINCLE 6.18 FRET: THERCE MORTH 89 DEGREES IS MINUTES 13 SECONDS EAST IN THE MORTH LINE OF SAID RAILROAD RIGHT OF HAY 30.01 FEET TO THE POINT OF ERGINNING OF LAND TO BE DESCRIBED; THENCE NORTH 80 DEGLETS 32 MINUTES 58 SECONDS WEST 90.72 FEET TO A POINT OF CURVE: THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE. CONVEX SOUTHWESTERLY AND HAVING A RADIUS O. 469.34 FEET, FOR A DISTANCE OF 298.02 FEET, THEMCE MORTH 49 DEGREES 59 MINUTES 13 SECONDS EAST ON A LINE 150.86 FEST (MEASURED AT RIGHT ANGLES) NORTH OF THE NORTH LINE OF AFOREMATIONED RAILROAD RIGHT OF HAY, FOR A DISTANCE OF 656.60 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 296.94 FEST FOR A DISTANCE OF 218.24 FEST TO THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY; TAYNCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RAILROAD RIGHT OF WAY FOR A DISTANCE OF 458.39 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART LYING EAST OF THE WESTERLY LINE OF ACORN AVENUE, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED IT AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A A NATIONAL BANKING ASSOCIATION, AS TRUSTED UNDER TRUST AGREEMENT DATED AUGUST 26, 1980 AND ENDWN AS TRUST NUMBER 50587 TO AMERICAN NATIONAL BANK OF BENSENVILLE, A A NATIONAL BANKING ASSOCIATION, (FORMERLY ENDWN AS FIRST AMERICAN BANK OF BENSENVILLE), AS TRUSTED OF TRUST AGREEMENT DATED AUGUST 29, 1979 AND ENDWN AS TRUST NUMBER 79-271, DATED DECEMBER 21, 1984 AND RECORDED DECEMBER 28, 1984 AS DOCUMENT 27, 186619 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 36 FEET OF THE WEST 60.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

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THAT PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS COMMENCING AT A POINT IN THE WEST LINE OF SAID EAST 1/2, WHICH IS 445.99 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF FRANKLIN AVENUE; CONTINUING THENCE SOUTH IN SAID WEST LINE 714.09 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 494.34 FEET FOR A DISTANCE OF 607.51 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A SPUR TRACK RIGHT OF WAY OF THE CHICAGO, MILWAUEEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AS SAID RIGHT OF WAY IS RECORDED IN THE RECORDER'S

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EXHIBIT A - Page 2 of 2

OFFICE OF THE COOK COUNTY, ILLINOIS IN BOOK 56324, ON PAGES 243 TO 248, AM DOCUMENT 18253047, ON THE SEVENTH DAY OF JULY, 1958, SAID MORTHERLY LINE BEING THE ARC OF A CIRCLE CONVEX HOPTHYESTERLY AND KAVING A RADIUS OF 461.12 FRET; THENCE RASTEMY OF SAID LAST DESCRIBED ARC 55.80 FEET TO ITS POINT OF TANGENCY; THERCE NORTH O DEGREES OG MINUTES AT SECONDS WEST ON THE AXIS LINE OF SAID CIRCLE 6.36 FEET; THEMER MORTH 89 DEGREES SO MINITED 13 SECONDS EAST IN THE MORTH LINE OF SAID RAILBOAD RIGHER OF MAY 18.01 FEET TO THE POINT OF REGINNING, OF LAND TO BE DESCRIBED; THENCE MORTE AS DEGREES 32 MINUTES 58 SECONDS WEST 90.72 FRET TO A POINT OF CURVE; THEMES MORTHWESTERLY OF THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 469.34 FEET FOR A DISTANCE OF 298.02 FEET; THENCE NORTH &9 DEGREES 59 MINUTES 13 SECONDS RAST ON A LIGHT 150.88 FEST, (MEASURED AT RIGHT ANGLES) NORTH OF THE MORTH LINE OF AFOREMENTIONS CRAILROAD RIGHT OF WAY, FOR A DISTANCE OF 656.60 FEET; TRENCE SOUTHEASTERLY ALONG CURVED LINE, CONVEX SOUTHHESTERLY AND HAVING A RADIUS OF 294.94 FRET FOR A DISTANCE OF 218/24 FEET TO THE NORTH LINE OF SAID RAILROAD RIGHT OF MAY. THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RAILROAD BIGHT OF MAY STRICE COUNTY CLERK'S OFFICE FOR A DISTANCE OF 458.39 FEET THE POINT OF BEGINNING, IN COOR COUNTY, ILLENDIS, EXCEPTING TEXESFOON ALL THAT PART LYING HEST OF THE HESTERLY LINE OF ACOUS AVENUE. ALL IN COOR COUNTY, ILLINOIS.

PIN # 12-19-400-018

Commonly known as: 3642 Acorn Street

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Franklin Park. IL 60131

Property of Cook County Clerk's Office