95605074

RECORDATION REQUESTED BY:

Heritage Bank 12015 South Western Avenue Blue Island, IL 60406

WHEN RECORDED MAIL TO:

Heritage Bank 12015 South Western Avenue Blue Island, IL 60406

95035455 75-63-2676g T-01 RECORDING \$35.00 0012 TRAN 6342 09/11/95 10:10:00 \$35,00 436 + DT *-95~605074 COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

Paulette Minarcik, Heritage Bank 12015 South Western Avenue Blue Island, Illinois 60406

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED SEPTEMBER 5, 1995, between American National Bank and Trust Company Not Personally but as Trustee Under Trust #120549-04, whose address is 33 North LaSalle Street, Chicago, IL 60690 (referred to below as "Grantor"), and Heritage Bank, whose address is 12015 South Western Avenue, Blue Island, iL 60406 (referred to below as "Lender").

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 following described Property located in Cook County, State of Illinois:

See Legal Description Attached as Exhibt "A"

The Real Property or its address is commonly known as Ridgeland to I-80 to Usik Park Avenue, Tinley Park, IL 60477. The Real Property tax identification number is 31-06-301-004, 31-06-301-05-34-06-400-001, 31-06-401-001, 31-06-402-001.

DEFINITIONS. The following words shall have the following meanings when used in this Assignmer. I arms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Composcial Code. 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 Warrior Insurance Group, Inc..

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 any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

BOX 333-CTI

Page 2

95605074

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

Lenco: The word "Lender" means Heritage Bank, its successors and assigns.

Under no circumstances shall the inte est rate on this Assignment be more than the maximum rate allowed by rate of 0.500 percentage polaria) over the Index, resulting in an initial rate of 9.250% per annum. NOTICE: per annum. The interestrate to be applied to the unpaid principal balance of this Assigument shall be at a The interest rate on the Hote is a variable interest rate based upon an index. The index currently is 8.750% modifications of, rein meings of, consolidations of, and substitutions for the promissory note or agreement. origina; princip, il amount of \$840,000.00 from Borrower to Lender, together with all renewals of, extensions of, Note. Are word "Note" means the promissory note or credit agreement dated September 5, 1995, in the

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

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

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

attached to this Assignment, whether due now or later, including without limitation all Rents from all leases described on any exhibit Hents. The word "Rents" means all rents, revenues, income, usues, profits and proceeds from the Property,

AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING OF ANY AND ALL CBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDERTEDUESS AND (2) PERFORMANCE

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "ore action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any 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 solution of any foreclosure action, either judicially or by exercise of a power of solutions.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Assignment and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower's financial condition; and (d) Lender has made no morrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower limitation the creditworthiness of Borrower).

Lender takes or fails to take under this Assignment.

Lender takes or fails to take under this Assignment.

Lender takes or fails to take under this Assignment.

Lender takes or fails to take under this Assignment.

Lender takes or fails to take under this Assignment. BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction

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 many 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 each collateral in a bankruptcy proceeding.

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(Continued)

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

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.

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.

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, encumber, 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 7 an ats. 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.

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 necesser, 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. Linder 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 agencies 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 gent 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 anal, not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection win the Property shall be for Grantor and Borrower'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 I debtedness. 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.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise periodical the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender that 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 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 Borrower, 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 Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any 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 Borrower), 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 reinstated, 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 had 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 interest at the rate charged under the Note from the date incurred or paid by Lender

Page 4

95605074

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 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 rights 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 so as to bar Lender from any remedy that it otherwise would have bad

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 Borrower to make any payment when due on the indebtedness.

compliance as soon as reasonably practical. Compilance Detault. Failure to comply with any other term, obligation, covenant or condition contained in this Astrament, the Note or in any of the Related Documents. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower after (a) cures the failure within fifteen (15) days; or (c) if the cure requires more than fifteen (15) days; immediately initiates steps sufficient to cure the failure at the cure requires more than fifteen (15) days; immediately initiates attes sufficient to cure compliance as a transfer containers and recessary steps sufficient to produce compliance as a crassonable practical.

Detault in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their reste tive obligations under this Assignment or any of the Related Documents.

False Statements. Any warrant, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Assistment, 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 of Barrower to comply with any term, obligation, covenant, or condition contained in any other agreement between arrange or Borrower and Lender.

Insolvency. The dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower'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 or Borrower.

Foreclosure, Forfellure, etc. Commencement of Caclorure or forfeiture proceedings, whether by judicial proceeding, self-help, reposession of any other method, by my creditor of Grantor of by any 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 Call which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written not see 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 tevokes or disputed to, permit the under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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

insecurity. Lender reasonably deems itself insecure.

RICHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any inne thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any one; rights or remedies provided by law:

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 entire

required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then provided for in the name of Grantor and to negotiate the same and collect the proceeds. Payments by payments are made, whether or not any preder to the collect the proceeds. Payments by tender to other users to Lender in response to Lender's demand shall satisfy the obligations for which the proceeds. Payments by payments are made, whether or not any process to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any present, or through a receiver.

Taking made, the supparsgraph either in person, by agent, or through a receiver.

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 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 whichler or not the apparent value of the Property exceeds the appointment of a receiver shall exist whichler or not the apparent value of the Property exceeds the

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ASSIGNMENT OF RENTS

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Page 5

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

Other Remedies. 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 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.

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 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 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 data of expenditure until repaid 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' fees and Lender', legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-jur ment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), staycyors' 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.

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 ne patters 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 amenument.

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

Multiple Parties; Corporate Authority. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment.

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 Leque. 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 carrieding 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 is all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on ransfer 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, w thou 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 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 or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower'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 subsequent instances where such consent is required.

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

:ROTMARD

American National Bank and Trust Company Not Personally but as Trustee Under Trust #120549-04

CORPORATE ACKNOWLEDGMENT Authorize 1 Signer, Assistant Secretary At' Jorized Signer, Land Trust Officer

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ndersigned Notary Public, personally and Secretary of American	before me, the ur	64 renals bex	TG32	to yab	473	zid) n(
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torceable against the irrates on account of any marranty, indemnity, representation, coverint, undertaking or agreement of the Irustee in this instrument. and not personally. No personal liability or personal respon-sibility is assumed by or simil at any time be asserted or en-Trustee are undertaken by it solely in its capacity as Trustee takings and agreements herein indice on the part of the werrandes, indennities, tepresenteions, covenants, Itustee. It is expressly understood and agreed that all the power and authority conferred upon and vested in it as such not personally but solely as Trustee in the exercise of the This instrument is executed by the undersigned Land Trustee,

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Exhibit "A"

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, THE EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 6, THE EAST 203.19 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, ALL NORTH OF THE INDIAN BOUNDRY LINE, ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE NORTH 40 ACRES OF THE FOLLOWING TWO PARCELS TAKEN AS ONE TRACT:

- (A) THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6,
- (B) THAT PART OF THE EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 6, THAT LIES EAST OF THE EAST LINE OF OAK PARK AVENUE)
 ALSO THE NORTHEAST FRACTIONAL 1/4 OF SECTION 6, THE NORTHWEST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 6, ALL SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 35 NORTH, PANGE 13 EAST OF THE THIRD FRINCIPAL MERIDIAN EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS 1, 2, AND C:

EXCEPTION PARCEL :

A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A PART OF THE EAST 203.19 FEET OF THE SOUTH 1/2 OF THE MOFITHWEST 1/4, A PART OF THE SOUTHEAST FRACTIONAL 1/4 AND A PART OF THE EAST 203.19 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, ALL NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID SOUTHEAST FRACTIONAL 1/4, 191.31 FEET WESTERLY FROM THE INTERSECTION OF SALD NORTH LINE AND THE INDIAN BOUNDARY LINE, THENCE SOUTHWESTERLY 531.38 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 5,849.58 FEET AND SUBTENDED BY A LONG CHOTO HAVING BEARING OF SOUTH 75 DEGREES 32 MINUTES 45 SECONDS WEST AND A LENGTH OF 531.20 FEET, THENCE SOUTH 74 DEGREES 04 MINUTES 10 SECONDS WEST 308.49 FEET; THENCE SOUTHWESTERLY 806.43 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 5,879.58 JEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 85 DEGREES 04 MIN TF3 39 SECONDS WEST AND A LENGTH OF 805.79 FEET; THENCE SOUTH 89 DEGREES 00 MINUIFS 24 SECONDS WEST 214.15 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 28 SECONDS WFST 200.06 FEET; THENCE SOUTH 09 DEGREES 11 MINUTES 35 SECONDS WEST 604.16 FEET, THENCE SOUTH 88 DEGREES 36 MINUTES 27 SECONDS WEST TO THE WEST LINE OF SAID EAST 103.19 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THENCE NORTH 01 DEGREES 23 MINUTES 33 SECONDS WEST 1,000.80 FEET ALONG SAID WEST LINE AND THE WEST LINE OF SAID EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 TO THE SOUTH LIN. OF THE NORTH 40 ACRE TRACT ABOVE DESCRIBED; THENCE EASTERLY 155.00 FEET ALONG SAID CORTH LINE; THENCE SOUTH 01 DEGREES 23 MINUTES 33 SECONDS EAST 100.93 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 24 SECONDS EAST 422.26 FEET; THENCE NORTHEASTERLY 521.82 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 5,579.58 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 86 DEGREES 19 MINUTES 39 SECONDS EAST AND A LENGTH OF 521.63 FEET; THENCE NORTH 85 DEGREES 18 MINUTES 38 SECONDS EAST 391.13 FEET; THENCE NORTHEASTERLY 34.67 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 5,604.58 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 79 DEGREES 28 MINUTES 15 SECONDS EAST AND A LENGTH OF 34.67 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE 96.97 FEET SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST FRACTIONAL 1/4; THENCE 672.71 FEET EASTERLY ALONG SAID LINE NORTH TO THE POINT OF BEGINNING, INCLUDING ANY VACATED STREET AND/OR ALLEY AND EXCEPTING ANY LEGAL HIGHWAY AND/OR STREET

95605074

Property of Coot County Clark's Office

EXCEPTION PARCEL 2:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 6, THE NORTHWEST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 6, ALL SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 6 WITH THE THE INDIAN BOUNDARY LINE; THENCE SOUTHWESTERLY ALONG THE SAID INDIAN EOUNDARY LINE, A DISTANCE OF 46.59 FEET TO A POINT OF BEGINNING, THENCE ALONG THE AFORESAID COURSE. A DISTANCE OF 133.80 FEET TO A POINT, THEN SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 38 DEGREES 20 MINUTES 39 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 23.28 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 186 DEGREES 33 MINUTES 37 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 142.00 FEET TO a POINT; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 120 DEGREES 53 MINUTES 12 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 363.6 FEET TO A POINT: THENCE SOUTHWESTERLY ALONG THE INDIAN BOUNDARY LINE A DISTANCE OF 631.19 FEET TO 1. POINT THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 157 DEGREES 27 MINUTES 01 SICONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 506.00 FEET TO POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 183 DEGREES 44 MINUTES 37 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 349.22 FEET TO A FOINT: THENCE SOUTHEASTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 68 DEGREES, 39 MINUTES, 32 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 698.58 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 179 DEGREES 43 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 332.24 FEET TO A POINT; TARNCE NORTHERLY ALONG THE WEST LINE OF RIDGELAND AVENUE TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

EXCEPTION PARCEL "C"

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST TRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MINJULAN LYING NORTH OF THE INDIAN BOUNDARY LINE AND OF THAT PART OF THE EAST 203.19 FIFT OF THE SCUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 1/3 LAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE WHICH LYES EAST OF THE EAST LINE OF OAK PARK AVENUE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF THE NORTH 40 ACRES OF THE HEREIN ABOVE DESCRIBED 2 PARCELS TAKEN AS A SINGLE TRACT OF LAND AT A POINT 105 FEET EAST OF THE WEST LINE OF THE AFORESALT PART OF THE EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 6 THENCE SOUTH 01 DEGREES 23 MINUTES 33 SECONDS EAST 100.93 FEET; THENCE NORTH 89 DEGLEES 00 MINUTES 24 SECONDS EAST 422.26 FEET, THENCE NORTHEASTERLY 521.82 FEET ALONG AN ART TO THE LEFT HAVING A RADIUS OF 5,579.58 FEET AND SUBTENDED BY A LONG CHORD HAVING A PLAKING OF NORTH 86 DEGREES 19 MINUTES 39 SECONDS EAST AND A LENGTH OF 521.63 FEET; THENCE NORTH 85 DEGREES 18 MINUTES 38 SECONDS EAST 391.12 FEET, THENCE NORTHEASTERLY 34.07 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 5,604.58 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 79 DEGREES 28 MINUTES 15 SECONDS EAST AND A LENGT. OF 34.67 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THENCE 46.80 FEET MORTHERLY ALONG THE SAID EAST LINE TO A POINT ON THE SOUTH LINE OF THE AFORESAID NORTH 40 ACRES, THENCE WEST ALONG THE SAID SOUTH LINE OF THE AFORESAID NORTH 40 ACRES 1368.37 FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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