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#### ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made as of this 10th day of November, 1995, by LaSALLE NATIONAL TRUST, N.A., not personally, but solely as successor trustee to Superior Bank FSB, as successor trustee to Lyons Trust & Savings Bank, as trustee under a Trust Agreement dated June 6, 1985, and known as Trust Number 27-498-00 ("Trust"), and THE BENCHMARK OF HOFFMAN ESTATES LIMITED PARTNERSHIP, an Illinois limited partnership, the sole beneficiary of the Trust ("Beneficiary") (Trustee and Beneficiary, collectively, "Assignor"), to LaSALLE NATIONAL BANK, a national banking association ("Bank").

#### WITNESSETH:

WHEREAS, concurrently herewith, Beneficiary, Bank and GMS Associates III, an Illinois general partnership, are entering into that certain Reimbursement and Security Agreement dated as of November 10, 1995 (the "Reimbursement Agreement"); and

WHEREAS, to secure all obligations of Beneficiary under the Reimbursement Agreement and certain other obligations, Bank is requiring, among other things, that Assignor execute and deliver this Assignment in favor of Bank, to further evidence the assignment of leases and rents provided for in that certain Mortgage of even date herewith (the "Mortgage"), being executed and delivered by Assignor in favor of Bank and granting a mortgage lien upon and security interest in the "Property" as referred to and defined therein, and legally described on Exhibit A attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the foregoing, Assignor does hereby grant, transfer and assign to Bank all of Assignor's right, title and interest in and to (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Property (all of which, together with any and all extensions, modifications and renewals, are collectively referred to as the "Leases" or singularly as the "Lease"), and (ii) all rents, profits and other income or payments of any kind (except for accounts receivable) due or payable or to become due or payable to Assignor as the result of any ose, possession or occupancy of all or any portion of the Property or as the result of the use of or lease of any personal property constituting a part of the Property (all of which are collectively referred to as "Rents"), whether the Rents accrue before or during any period of redemption or thereafter, all for the purpose of securing:

- (A) payment of all Indehtedness (as defined in the Mortgage); and
- (B) performance and observance of all the covenants, agreements and provisions contained in the Reimbursement Agreement, the Mortgage and the other Loan Documents (as defined in the Mortgage).

Assignor warrants and covenants that it is and will remain the absolute owner of the Rents and Leases, free and clear of all liens and encumbrances other than the Mortgage and this Assignment; that it has not previously assigned or otherwise encumbered its interest in

**BOX 333-CTI** 

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any of the Rents or Leases to any person or entity other than by the Mortgage; that it has the right under applicable law, the Leases, its formative or charter documents, and otherwise to execute and deliver this Assignment and keep and perform all of its obligations pursuant to it; that it will warrant and defend the Leases and Rents against all adverse claims, whether now existing or hereafter arising; that Assignor will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify the Leases so as to affect or in any manner change either the term of the rent payable under any of them or consent to the release of any party liable thereunder to the assignment of the lessee's interest in them, without the prior written consent of Bank not to be unreasonably withheld; provided, however, that prior to the occurrence of a Default (as defined in the Mortgage), Assignor may terminate any of said Leases and recept a surrender of the Property leased thereby if, and only if, prior to such termination or concurrently therewith, Assignor shall enter into a new Lease (or Leases) for the same space and for a new term to commence upon the date of termination of the term of such prior Lease, and for a period of time equal to or greater than the unexpired portion of the term of such prior Lease, and for a rent (or rents equal or greater to, in the aggregate, the rent payable of the lessee under such prior Lease at the time of termination of such prior Lease.

#### Assignor further covenants and agrees with Bank as follows:

- 1. Performance of Leases. Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which it becomes liable to observe or perform under any present or future Lease, and, at its sole cost and expense, enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease, except that Assignor may terminate any Lease in accordance with the preceding paragraph. Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Property. Assignor will give prompt written notice to Bank of any notice of default on the part of Assignor with respect to any Lease, and will also at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the Assignor or any tenant pursuant to any Lease. Assignor will not lease or otherwise permit for use of all or any portion of the Property for rent that is below the fair market rent for such property.
- 2. <u>Collection of Rents</u>. Unless and until there occurs a Default under the Mortgage, Assignor may collect and apply the Rents to the purposes it considers necessary in its sole discretion; provided however that from and after the occurrence of any such Event of Default, Assignor is immediately and absolutely divested of all its right, title and interest in and to all Leases and Rents as hereby assigned; and Bank becomes immediately and irrevocably entitled to all the rights and remedies provided by this Assignment, included specifically the right to collect Rents.
- 3. <u>Present Assignment.</u> This Assignment constitutes a perfected, absolute and present assignment, subject only to the conditions of Paragraph 2 hereof.

Property of Coot County Clert's Office

- 4. Protecting the Security of This Assignment. Should Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then Bank may, without obligation to do so and without releasing Assignor from any obligation of any kind, make or do the same in such manner and to such extent as Bank deems appropriate to protect its security as evidenced by this Assignment, including, specifically, without limitation the right to commence, appear in and defend any action or proceeding purporting to affect its said security, or the right or powers of Assignor, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Leases and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. Assignor promises to pay immediately upon demand all sums expended by Bank under the authority of this Assignment, together with interest thereon at the Default Rate (as defined in the Reimbursement Agreement), and the same shall be added to the trachtedness and be secured hereby and by the Mortgage and the other Loan Documents.
- 5. Survival of Obligation to Comply with Mortgage and This Assignment. This Assignment is given as security in addition to the Mortgage and neither the acceptance of this Assignment nor the exercise of any right hereunder shall constitute a waiver under the Mortgage or any of the other Loan Documents. Assignor covenants and agrees to observe and comply with all terms and conditions contained in the Mortgage and in this Assignment. All of the Assignor's obligations under the Mortgage shall survive foreclosure of such.
- 6. <u>Defaults and Remedies</u>. Upon the occurrence of any Default specified in the Mortgage, Bank may, at its option, at any time
  - A. in the name, place and stead of the Assignor and without becoming a mortgagee in possession: (i) enter upon, manage and operate the Property or retain the services of one or more independent contractors to manage and operate all or any part of the Property; (ii) make, enforce, modify and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix or modify the Rents and enforce all rights of the Assignor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment;
  - B. with or without exercising the rights set forth in subparagraph (A) above, give or require Assignor to give, notice to any or all tenants under the Leases authorizing and directing the tenants to pay all Rents under the Leases directly to Bank; and
  - C. without regard to waste, adequacy of the security or solvency of Assignor, apply for the appointment of a receiver regarding the Property, whether or not foreclosure proceedings are pending under the Mortgage, and if such proceedings were commenced, whether or not a foreclosure sale has occurred; and Assignor consents to such application.

The exercise of any of the foregoing rights or remedies and the application of the rents, profits and income shall not cure or waive any Default, or notice of default, under the Mortgage or invalidate any act done pursuant to such notice.

- 7. Application of Rents. All Rents collected by Bank or the receiver each month are to be applied in the following order of priority:
  - A. to the payment of all reasonable fees of the receiver approved by the court;
  - B. to the payment of all prior or current real estate taxes and special assessments with respect to the Property, or if the Loan Documents require periodic escrow payments for such taxes and assessments, to the escrow payments then due;
  - C. to the payment of all premiums then due for the insurance required by the provisions of the Loan Documents, or if the Loan Documents require periodic escrow payments for such premiums, to the escrow payments then due;
  - D. to payment of expenses incurred for normal maintenance of the Property; and
  - E. during the entire period of Bank's estate in the Property, or encumbrance thereof, to Bank for payment of the Indebtedness, but no such payment made after acceleration of the Indebtedness shall affect such acceleration.

The rights and powers of Bank under this Assignment and the application of Rents under this Paragraph (7) shall continue and remain in full force and effect both prior to and after commencement of any foreclosure action and after force/osure sale and until expiration of any redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

- 8. Bank Not to Become Liable. Bank is not obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, day, or liability of Assignor under the Leases. This Assignment shall not operate to place upon Bank responsibility for the control, care, management or repair of the Property or for the performance of any of the terms and conditions of the Leases. Bank is not responsible or liable (except to the extent arising from their gross negligence or willful misconduct) for any waste committed on the Property, for any dangerous or defective condition of the Property, for any negligence (other than gross negligence) in the management, upkeep, repair or control of the Property or for failure to collect the Rents.
- 9. <u>Assignor's Indemnification</u>. Assignor hereby agrees to indemnify and to hold Bank harmless of and from any and all claims, demands, liability, loss or damage, including all costs, expenses and reasonable attorneys' fees asserted against, imposed or incurred by Bank in connection with or as a result of this Assignment or the exercise of any rights or

remedies under this Assignment or under the Leases or by reason of any alleged obligations or undertakings of Bank to perform or discharge any of the terms, covenants or agreements contained in the Leases (except to the extent arising from their gross negligence or willful misconduct). In the event Bank incurs any such liability, the amount thereof, together with interest thereon at the Default Rate (defined in the Reimbursement Agreement), shall be secured by this Assignment and the various Loan Documents, and Assignor shall reimburse Bank therefor immediately upon demand.

- 10. Authorization to Tenant. Notwithstanding Paragraph 6(B) hereof, upon notice from Bank that it is exercising the remedy set forth in this Assignment, the tenants under the Leases are hereby irrevocably authorized and directed to pay to Bank all sums due under the Leases, and Assignor hereby consents and directs that said sums shall be paid to Bank without the necessity for a judicial determination that a Default has occurred or that Bank is entitled to exercise its rights pursuant to this Assignment, and, to the extent such sums are paid to Bank. Assignor agrees that the tenant has no further liability to Assignor for the same. The signature of Bank alone is sufficient for the exercise of any rights under this Assignment and the eccipt by Bank alone of any sums received is full discharge and release of any such tenant or occupant of the Property. Checks for all or any part of the Rents collected under this Assignment shall, upon notice from Bank, he drawn to the exclusive order of the Bank. Upon the curing of all Defaults, Bank shall give written notice thereof to each lessee and thereafter, and the possible giving of any further notices by Bank pursuant to this Paragraph, each lessee shall pay the Rents to Assignor.
- 11. Bankruptcy. Anything to the contrary notwithstanding, upon an Event of Default. Assignor hereby assigns to Bank any avard made hereafter to it in any court procedure involving any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or Federal court; and any and all payments made by lessees in lieu of Rents. Bank may appear in any action and/or collect any such award or payment.
- 12. <u>Satisfaction</u>. Upon the payment in full of all of the Indebtedness and the performance and observance in full of all the covenants, agreements and provisions contained in the Reimbursement Agreement, the Mortgage and the other Loan Documents, as evidenced by a recorded satisfaction of the Mortgage, this Assignment shall become, without the need for any further satisfaction or release, null and void and thereupon shall be of no further effect.
- 13. Bank an Attorney-In-Fact. Upon a Default, Assignor hereby irrevocably appoints Bank and its successors and assigns, as its agent and attorney-in-fact coupled with an interest, and with the right but not the duty to exercise any rights or remedies granted by this Assignment, including without limitation, the right to endorse on behalf and in the name of Assignor all checks from tenants in payment of Rents.
- 14. <u>Bank Not a Mortgagee in Possession</u>. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Bank as a mortgagee in possession.

- 15. Specific Assignment of Leases. Upon notice, Assignor agrees to transfer and assign to Bank, upon notice by Bank, any and all specific Leases as Bank requests. Such transfer or assignment by Assignor shall be upon the same or substantially the same terms and conditions as are herein contained, and Assignor will properly file or record such assignment, at Assignor's expense, if requested by Bank.
- 16. Unenforceable Provisions Severable. All rights, powers and remedies provided in this Assignment are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law, and are intended to be limited to the extent necessary not to render this Assignment invalid, unenforceable or unreasonable under any applicable law. If any term of this Assignment is held to be invalid, illegal or unenforceable, the validity of other terms are intended to remain unaffected.
- 17. <u>Successors and Assigns</u>. The covenants and agreements herein contained shall be binding upon, and the rights hereunder shall inure to, the respective successors and assigns of Assignor and Bank, including any purchaser at a forechouse sale.
- 18. <u>Captions: Amendments: Notices</u>. The captions and headings of the paragraphs of this Assignment are for convenience only and are not intended to interpret or define the provisions of this Assignment. This Assignment can be amended only in writing signed by Assignor and Bank. All notices required by this Assignment are sufficient if given in accordance with the Reimbursement Agreement.
- 19. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.
- 20. Governing Law. This Assignment shall be governed and controlled by the internal laws of the State of Illinois without reference to principles of conflicts of law.
- Trustee Exculpation. This Assignment is executed by LaSalle National Trust, N.A., not personally, but solely as successor trustee to Superior Bank FSB, as successor trustee to Lyons Trust & Savings Bank, as trustee of the Trust, in the exercise of the power and authority conferred upon and vested in it as such trustee of the Trust, and it is expressly understood and agreed that nothing in this Assignment shall be construed as creeting any tiability in such trustee to personally perform any express or implied covenant, condition or obligation under this Assignment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Assignment. Notwithstanding the foregoing, Bank shall not be precluded from: (a) recovering any condemnation awards or insurance proceeds attributable to the Property; (b) recovering any tenant security deposits, advance or prepaid rents, earnest money deposits or proceeds due and payable under the terms of any contract whereby Beneficiary has sold any of the Beneficiary's assets; (c) enforcing the personal liability of Beneficiary as a comaker of any promissory note; or (d) enforcing the rights and remedies under the Loan Documents.

Limitation of Liability. Notwithstanding any other provision herein, except as 22. otherwise provided herein in this Paragraph, and except as otherwise specifically provided in the Environmental Indemnity Agreement (as defined in the Reimbursement Agreement) and the Guaranty of Payment (as defined in the Reimbursement Agreement), neither the Borrower, any partner in Borrower, nor the employees or agents, shall have any personal liability hereunder. The recourse of the Bank against Borrower, any partner in Borrower and the employees or agents for failure to pay under the Reimbursement Agreement and for Borrower's failure to perform its obligations thereunder, except as provided hereinafter and except as provided in the Environmental Indemnity Agreement and the Guaranty of Payment, is expressly limited to and shall be enforced for only against the Property. If, as a result of any foreclosure or sale under a power of sale of the Property, a lesser sum is realized therefrom than the amount then due and owing under the Reimbursement Agreement, the Bank shall never demand, claim or institute any suit, claim, demand at law or in equity against Borrower, any partner in Borrower or any of the employees or agents for such deficiency. Bacrower covenants and agrees that it will not make a distribution to its partners with respect to the Leases or Rents, if at the time such distribution is to be made a payment to the Burk's outstanding and due and payable to the Bank under the Reimbursement Agreement. Borrower shall be and remain personally liable for: all loss, damage, cost and expense (including attorney's fees) suffered by the Bank as a result of Borrower's fraud, misappropriation acintentional misrepresentation and to the extent of any distribution in violation of the preceding sentence. Nothing contained in this Paragraph shall be deemed to release, affect or impair the indebtedness evidenced by the Reimbursement Agreement or the security therefore or the holder's rights to enforce these remedies thereunder.

IN WITNESS WHEREOF, the undersigned puries have executed this Assignment as of the day and year first above written.

THE BENCHMARK OF HOFFMAN ESTATES LIMITED PARTNERSHIP, an Illinois Limited Partnership

By: BENCHMARK RETIREMENT, INC., an Illinois corporation, a general portner of The Benchmark of Hoffman Estates Limited Partnership

By:

hael Bellows, its President

Lasalle National Trust, N.A., personally, but solely as trustee under Trust Number 27-498-00

By:

Title: FRESIDENT

ATTEST

Title: "SSISTANT STOPP TAFT

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

William I. Kohn Barnes & Thornhurg Madison Plaza 200 W. Madison, Suite 2610 Chicago, Illinois 60606

County Cle This instrument is executed by faratil hartonet TRUT, N.A., not personally but aciely as Trustee, as storeceld, to the waters of the power and and bridg conformed up in and thete is in it we each invertee. All the is, provisions, stippletting, or electric send conditions to be performed A MEN BY BY THE TOTAL TO THE POST OF A TEN OF A TEN OF THE PROPERTY WHICH BY CO. TO SECTION AND SECTION OF THE OWNER. in commuted magardingly, memorial limitions are the most of the most or the modern excite against AND INTERPORT INTER, W.E. By TOWNER of the Of the terms, providency, olympath was, possessed and, or appreciately contained in this instruments.

STATE OF ILLINOIS ) SS. COUNTY OF COOK

1. It is to New Motory Public in and for said County and State aforesaid, do hereby dertify that Shoel Bellows, being the President of Benchmark Retirement, Inc., a general partner of The Benchmark of Hoffman Estates Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

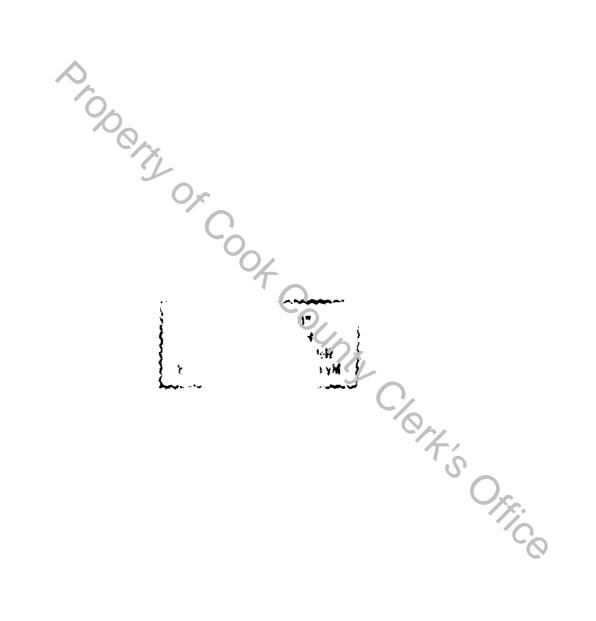
GIVEN under by hand and official seal, this 16th day of November, 1995. 0,5004

Notary Public ( )

My commission expires:

10-7-48

OF SIG 100/5 TOPES OFFICE



STATE OF ILLI	NOIS )				
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COUNTY OF CO	)OK )				
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State aforesaid, de LaSalle National	) hereby certify I'mst N.A. (the	, that	on a green to the term of the contract of the	. the 28	就一种USPES of
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#### EXHIBIT A

#### Legal Description of Real Estate

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, DANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7. THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7. A DISTANCE OF 48.49 FEET MORE OR LESS, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF GOLD ROAD, AS DEDICATED PER DOCUMENT NUMBER 10550563, BEING 100 FEET WIDE: THENCT NORTH 86 DEGREES 29 MINUTES 47 SECONDS EAST ALONG SAID WESTERLY EXTENSION A DISTANCE OF 50.10 FEET, MORE OR LESS, TO A POINT ON THE BAST LINE OF THE WEST 50 FEIT MEASURED PERPENDICULARLY, OF THE SOUTHWEST 1/4 OF SAID SECTION 7, SAID POINT ALTO BEING ON THE EAST LINE OF BARRINGTON ROAD AS DEDICATED PER PLAT THEREOF RECORDED DECEMBER 7, 1932 PER DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 450.00 FEET TO A POINT: THENCE CONTINUING NORTH O DEGREES 32 MINUTES 20 SECONDS RAST. ALONG SAID EAST LINE, A DISTANCE OF 589.33 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH O DEGREES UI MINUTES 20 SECONDS BAST ALONG BAST LINE, A DISTANCE OF 955.00 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 1 IN PETER HOBIN FARMS UNIT FOUR, RECOPDED APRIL 30, 1975 PER DOCUMENT NUMBER 23066244; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1. A DISTANCE OF 342.86 FEET TO A CORNER OF SAID LOT 1, THENCE SOUTH 49 DEGREES 16 MINUTES 32 SECONDS EAST, A DISTANCE OF 351.32 FEBT TO THE MOST NORTHERLY CORNER OF PARCEL "B" IN PLAT OF RASEMENT FOR OPIN SPACES, AS PER PLAT THEREOF RECORDED APRIL 24, 1973 PER DOCUMENT NUMBER 22299742 THENCE SOUTH 24 DEGREES 10 MINUTES 09 SECONDS WEST ALONG A WESTERLY LINE OF SAID PARCEL "B" A DISTANCE OF 766.92 FEET; THENCE NORTH 75 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 304.78 FEET, TO THE PLACE OF BEGINNING, ALL IN COOK COUNT, ILLINOIS. (EXCEPTING THEREFROM, THAT PART OF THE SOUTHWEST 1/4 OF TECTION 7, TOWNSHIP 41

NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED FOR ROAD PURPOSES AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NOTCH 0 DEGREES 02 MINUTES 23 SECONDS EAST 48.49 FEET ALONG THE WEST LINE OF SAID SECTION 7 TO THE WESTERLY EXTENSION OF THE OLD NORTH LINE OF GOLF ROAD AS DEDICATED PPA DOCUMENT NUMBER 10550563 RECORDED DSCRMBER 10, 1929; THENCE NORTH 87 DEGREES 42 MINUTES 23 SECONDS EAST 50.07 FEET ALONG THE WESTERLY EXTENSION OF SAID OLD NORTH TIME OF GOLF ROAD TO THE EXISTING EAST LINE OF BARRINGTON ROAD EXTENDED; THENCE WASH O DEGREES 02 MINUTES 23 SECONDS EAST 450.00 FEET ALONG THE EXISTING EAST LINE OF BARRINGTON ROAD PER DOCUMENT 11172679, RECORDED DECEMBER 7, 1932, TO THE POINT OF BEGINNING, A POINT ON A LINE PARALLEL WITH THE SAID OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANCE FROM SAID OLD NOFTH LINE OF GOLD ROAD; THENCE CONTINUING NOPTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 1444,70 FEET ALONG THE EXISTING EAST LINE OF BARKINGTON ROAD TO THE SOUTH LINE OF LOT 1 OF PETER ROBIN FARMS UNIT 4, RECORDED AS DOCUMENT NUMBER 23066244 ON APRIL 30, 1975; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST (SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST RECORD BEARING) 20.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 187.71 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0

DEGREES 02 MINUTES 23 SECONDS WEST 160 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 540.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 10.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 410.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 146.71 FEET TO A 1 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 146.71 FEET TO A 1 LINE PARALLEL WITH THE SAID OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANT FROM SAID OLD NORTH LINE OF GOLF ROAD; THENCE SOUTH 97 DEGREES 02 MINUTES 23 SECONDS WEST 5.01 FEET ALONG SAID LINE TO THE POINT OF BEGINNING; ALI, IN COOK COUNTY ILLINOIS,)

#### PARCEL 2:

EASEMENT FOR TWO BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, AS CREATED IN THE GRANTS OF EASEMENTS AND EXPERIENT RECORDED SEPTEMBER 16, 1987 AS DOCUMENT 87506866, AS AMENDED BY FIRST AND NOMENT TO GRANTS OF EASEMENT AND AGREEMENT RECORDED APRIL 8, 1991 AS DOCUMENT 91156361, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST COPNIR OF LOT 1 IN PETER ROBIN FARMS, UNIT 4, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 10, 1975 AS DOCUMENT 23066244, SAID POINT BEING ON THE EAST LINE OF BARRINGTON ROAD, ACCORDING TO THE PLAT OF DEDICATION THEREOF, RECORDED DECEMBER 7, 1932 AS DOCUMENT ATABER 11172679; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE RAST LINE OF BARRINGTON POAD, A DISTANCE OF 35 FEET, THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS WEST, A DISTANCE OF 342.80 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 70.00 FEET, TO AN ALONE POINT ON THE SOUTH LINE OF SAID LOT 1: THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET, TO THE MOST MISTERLY CORNER OF SAID LOT 1 AND TO THE EAST LINE OF BARRINGTON ROAD; THENCE NORTH 00 DIGRUES 02 MINUTES 20 SECONDS EAST, ALONG THE WEST LIME OF SAID LOT 1 AND ALONG THE EAST LINE OF SAID BARRINGTON ROAD, A DISTANCE OF 35.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

EASEMENT FOR THE BENFIT OF PARCEL 1 FOR PERMANENT SANITARY SEWER AS CLEATED BY AGREEMENT AND DECLARATION OF GRANT OF PERMANMENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED SEPTEMBER 1, 1987 AS DOCUMENT NUBLEST 87481947 OVER THE FOLLOWING LAND:

A STRIP OF LAND 20 FEET IN WIDTH, 10 FEET EACH SIDE OF THE CENTERLINE, IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORMER OF SAID SECTION 7, THENCE NORTH 85 DEGREES 15 MINUTES 10 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1560.85 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 7, THENCE NORTH 8 DEGREES 15 MINUTES 58 SECONDS WEST, A DISTANCE OF 100.05 FEET TO THE CENTER OF AN EXISTING SANITARY SEWER MANHOLE FOR THE POINT OF BEGINNING;

THENCE NORTH 43 DEGREES 19 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE WORTH 25 DEGREES 51 MINUTES 23 SECONDS WEST, A DISTANCE OF 107.44 FEET; THENCE NORTH 65 DEGREES 9 MINUTES 27 SECONDS WEST, A DISTANCE OF 138.44 FEET; THENCE NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 75 FEET, TO AN ANGLE FOINT IN THE SOUTHERLY LINE OF PARCEL B IN THE PLAT OF EASEMENTS FOR OPEN SPACES, RECORDED APRIL 124, 1973 AS DOCUMENT NO. 22299742; THENCE CONTINUING NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL B, A DISTANCE OF 580.48 FEET THENCE NORTH 75 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 305.00 FERT TO A POINT ON THE WESTERLY LINE OF SAID PARCEL B; THENCE NORTH 6 DEGREES 6 MINUTES 29 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID PARCEL B, A DISTANCE OF 305.13 FEET; THENCE NORTH 3 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 350 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL B, THENCE NORTH 24 DEGREES 10 MINUTES 9 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID PARCEL B, A DISTANCE OF 410 FEET, TO THE POINT THE AS SHOW.

OPERATOR

OP OF TERMINATION OF THE CENTERLINE OF SAID STRIP OF LAND, 20 FEET IN WIDTH, ALL IN COOK COUNTY, ILLINOIS AS SHOWN AS DOCUMENT 97481947 RECORDED SEPTEMBER 1, 1987.

47545 1 CG 8-95-796988

COOK COUNTY RECORDER

PERMANENT INDEX NUMBERS: 07-07-300-030

07-07-300-031

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Proberty of Cook County Clark's Office