95898173

COLLATERAL ASSIGNMENT OF MORTGROS \$43.00
AND OTHER RECORDED DOCUMENTS \$60012 TRAN 8389 12/27/95 14:04:00
. \$7546 \$ JM *-95-898173

COOK COUNTY RECORDER

from

AB LOAN I, L.L.C.,

as Assignor

to

CENTRE REINSUR DICE (BERMUDA) LIMITED,

as Assignee

Dated December 20, 1995

95898173

Record and Return To:
WILLKIE PARR & GALLAGHER
One Citicorp Center
153 Bast 53rd Street
New York, New York 10022-4677
Attention: Bugene A. Pinover, Esq.

Habbien Attention: Bugene

BOX 333-CTI

COLLATERAL ASSIGNMENT OF MORTGAGE AND OTHER RECORDED DOCUMENTS

This COLLATERAL ASSIGNMENT OF MORTGAGE AND OTHER RECORDED DOCUMENTS (this "Assignment"), dated as of December 20, 1995 from AB LOAN I, L.L.C., a Delaware limited liability company, having an address c/o Argo Partnership, L.P., c/o O'Connor Capital Incorporated, 100 Menlo Park, Fifth Floor, Edison, New Jersey 08837 ("Assignor") to CENTRE REINSURANCE (BERMUDA) LIMITED, a Bermuda corporation, having an address c/o Centre Reinsurance Companies, Cumberland House, 1 Victoria Street, P.O. Box HM 1788, Hamilton, HM HX, Bermuda("Assignee").

MITNESSETH:

WHERPAS, AB Holdings I, L.L.C. ("Borrower") has entered into a Purchase and Sale Agreement, dated as of July 28, 1995, between Kemper Corporation, as seller, and Borrower, as purchaser, in respect of the acquisition (the "Acquisition") of certain mortgage loans, fee simple properties, participation interests in mortgage loans and equity interests in entities which own real estate assets, as more particularly described therein (the "Assets"); and

WHEREAS, in connection with the Acquisition, Borrower and Borrower Subsidiaries (as defined in the Loan Agreement; Borrower and Borrower Subsidiaries shall herein be collectively referred to as the "Loan Parties") will hold title to the Assets and will be engaged as an integrated group in the business of owning, managing and selling the Assets; and

WHEREAS, the Loan Parties have requested Assignee to make a single secured loan (the "Loan") in the aggregate principal amount of \$128,836,353.00 pursuant to that certain Loan Agreement dated as of July 28, 1995 between Assignee, as lender, and the Loan Parties, as borrower (such agreement, as it may heretofore or hereafter be amended, restated, or other) se modified from time to time, is herein referred to as the "Loan Agreement"), which the Loan Parties will use to finance the Acquisition; and

WHBREAS, the Loan is evidenced by that certain Promissory Note (the "Note") dated as of December 20, 1995 given by the Loan Parties in favor of Assignee, which Note is secured by this Assignment, among other things; and

WHEREAS, each Loan Party expects to derive benefit, directly or indirectly, from such Loan, in its separate capacity and as a member of the integrated group, since the consummation of the Acquisition and the successful operation of each Loan Party is dependent on the continued successful performance of the integrated operation as a whole; and

WHEREAS, Assignor is a Loan Party; and

WHEREAS, Assignee has agreed to make such secured loan to the Loan Parties, conditioned upon, among other things, the execution and delivery by Assignor of this Assignment to secure the Obligations (as defined in the Loan Agreement). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of and to induce Assignee to make the Loan, the mutual promises contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor does hereby collisterally assign unto Assignee, pursuant to the Loan Agreement, all of its right, title and interest (such right, title and interest shall hereinafter be collectively referred to as the "Interest") in and to those certain mortgages (as the same may have heretofore been or may hereafter be amended, modified, renewed, supplemented or extended, collectively the "Mortgage"), as well as all documeron, assignments, agreements and instruments heretofore or hereafter executed and delivered in connection with the Mortgage Loan secured by the Mortgage, including, without limitation, the Mortgage Wite, the Mortgage, any security agreement, regulatory agreement, assignment of rents, guaranty, pledge agreement, indemnification agreement, assignment of stock or partnership units, any existing or future assignment, reinstatement, extension, endorsement or modification of the Mortgage Note, the Mortgage, or any other document or the Collateral Property delivered by an Underlying Borrower in connection with the Mortgage Loan; and all indebtedness, agreements and obligations of the Underlying Borrower and guaranters evidenced or secured by the foregoing, as well as the right to collect and enforce the same and the right to exercise and enforce all rights and remedies of the holder of the Mortgage Loan available in law or in equity, as more particularly described on Exhibit A annexed hereto and made a part hereof (the foregoing and all amendments, modifications, renewals, additions and changes thereto, collectively, the "Mortgage Loan Pocuments") encumbering the property, as more particularly described in Exhibit B annexed hereto and made a part hereof (the "Real") Estate*).

TO HAVE AND TO HOLD UNTO ASSIGNER, its successors and assigns forever, subject to the following terms and conditions:

1. This Assignment is made pursuant and subject to the terms of the Loan Agreement to secure the payment and performance of all of the Obligations. Nothing in this Assignment shall constitute an assumption by Assignee of any obligation under the Mortgage or the Mortgage Loan Documents. Assignor shall continue to be liable for all obligations thereunder and hereby agrees to perform all such obligations, to comply with all terms and conditions of the Mortgage and the

Mortgage Loan Documents and to take such steps as may be necessary or appropriate to secure performance by all other parties thereto. Assignor shall give prompt notice to Assignee of any notice of default under the Mortgage or the Mortgage Loan Documents when received or delivered by Assignor, together with a complete copy of any such notice, at the sole cost and expense of Assignor.

This Assignment shall, to the extent (a) permitted by law, constitute and serve as a "Security Agreement" and "Financing Statement" with respect to the Interest in the Mortgage and the Mortgage Loan Documents described herein, within the merning of the Uniform Commercial Code as adopted in the state wherein the Real Estate is located. Assignor does hereby grant unto Assignee a security interest in and to all of the Interest described herein, and simultaneously with the recording of this Assignment, Assignor has filed or will file UCC financing statements, and will file continuation statements prior to the lapse thereof, at the appropriate offices in the state in which the Real Estate is incated to perfect the security interest granted by this Assignment in all of the Interest. Assignor hereby appoints Assignae as its true and lawful attorney-in-fact and agent, for Assignor and in its name, place and stead, in any and all capacities, to execute any document and to file the same in the appropriate offices, and to perform each and every act and thing requisite and necessary to be done to perfect the security interest contemplated by the preceding sentence. Assignee shall have all rights with respect to the part of the Interest that is the subject of a security interest ifforded by the Uniform Commercial Code as adopted in the state wherein the Real Estate is located in addition to, but not in limitation of, the other rights afforded Assignee hereunder.

(b) Assignee's mailing address and the address from which information concerning its security interest may be obtained is:

CENTRE REINSURANCE (BERMUDA) LIMITED c/o Centre Reinsurance Companies Cumberland House 1 Victoria Street P.O. Box HM 1788 Hamilton, HM HX, Bermuda Attention: President Telecopy: (809) 295-3705

All payments (the "Payments") pursuant to the Mortgage Note and under the Mortgage and the Mortgage Loan Documents shall be made as provided in the Loan Agreement, and the obligor under any such Mortgage Note shall make such Payments in the manner specified in the Loan Agreement unless and until such obligor is given different written notice by Assignee, its successors or assigns, or by court order.

9589817

UNOFFICIAL COPY

- 4. Upon the occurrence of any Event of Default, Assignee shall have the right to exercise any remedies available to it under the Uniform Commercial Code of the State of New York in connection with this Assignment, except when Assignee is realizing upon the Mortgage or the Mortgage Loan Documents, in which case Assignee shall have the right to exercise all of the remedies available to it under the Uniform Commercial Code of the State in which the Real Estate is located.
- under the Security Agreement and becomes absolute holder of the Mortgage Note, then, notwithstanding any provision herein or in the Loar Agreement to the contrary, this Assignment shall automatically constitute an absolute assignment of the Mortgage and each of the other Mortgage Loan Documents, without any further action by any of the parties hereto; and, in such event, the sheriff of the county in which the Real Estate is located shall be, and is hereby, authorized and directed to rely on this Assignment as an absolute assignment of the Mortgage and Mortgage Loan Documents and shall accept directions from Assignee or its successors and assigns in connection with foreclosure of the Mortgage and the Mortgage Loan Documents.
- shall cause to be filed collateral assignments and financing statements in connection with the Mortgage and the Mortgage Loan Documents, now or hereafter existing, in the form and in the filing offices required to properly perfect Assignee's first priority security interest in the Mortgage and the Mortgagor Loan Documents, now or hereafter existing, he may be perfected by such filings. Assignor agrees that, at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that Assignee may reasonably request, in order to perfect and protect any security interests granted or purported to be granted hereby, or to enable Assignee to exercise and enforce its rights and remedies hereunder with respect to the Mortgage or any Mortgage Loan Document.
- 7. All rights, remedies, and powers provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law and all the provisions of this Assignment are intended to be (a) subject to all applicable mandatory provisions of law which may be controlling and (b) limited to the extent necessary so that they will not render this Assignment invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.
- 8. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or

9589817

UNOFFICIAL COPY

whenever any of the parties desires to give or serve upon another any communication with respect to this Assignment, each such notice, demand, request, consent, approval, declaration or other communication shall be given in the manner and to the parties specified in Section 11.11 of the Loan Agreement, at the address set forth on page one of this Agreement or at such other address as may be substituted by notice given as provided in Section 11.11 of the Loan Agreement.

- 9. No amendment, modification or waiver of any provision of this Assignment, nor consent to any departure by Assignor herefrom, shall be effective unless the same shall be in writing and signed by Assignee, in which event such waiver or consent shall be effective only in the specific instance and for the specific purpose given.
- 10. The personal liability of all members of Assignor and any of their Affiliates or their affiliated companies, officers, directors, shareholders, members and partners and any other Person, disclosed or undisclosed, with respect to the repayment of the Obligations shall be limited to the personal liability described in Section 8.2 of the Loan Agreement which is incorporated herein by reference and shall be a part of this Assignment as if fully set forth herein.
- 11. Neither the Mortgage nor the Mortgage Loan Documents shall be released from the security interest created by this Assignment unless and until the Obligations have been paid in full, discharged and satisfied; provided, however, that Assignee shall from time to time release the Mortgage and the Mortgage Loan Documents from the security interest created hereunder or pursuant hereto upon compliance by Assignor with the requirements for releases of Mortgage Loans set forth in Section 8.1 of the Loan Agreement. Upon compliance with such requirements, Assignee shall, at the sole cost of Assignor, deliver to Assignor, or to an escrow satisfactory to Assignee for delivery to Assignor, with respect to the Mortgage Loan Documents to be released, all such instruments of transfer and assignment as shall be necessary to reassign the Mortgage and the Mortgage Loan Documents to Assignor, provided that any such transfer or assignment shall be without recourse and without any warranty of any kind whatsoever, other than that Assignee has not transferred or otherwise disposed of or encumbered the same to any third party.
- 12. If claim is ever made upon any Assignee for repayment or recovery of any amount received by such Assignee in payment or on account of any of the Obligations, and if such Assignee repays all or part of said amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Assignee or any of its property or (ii) any settlement or compromise of any such claim effected by such Assignee with any such claimant (including without limitation Assignor or a trustee, conservator or receiver for

Assignor), then and in such event Assignor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon Assignor, notwithstanding any revocation or cancellation of this Assignment or of any of the Loan Documents, and Assignor shall be and remain liable to such Assignee hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been paid to such Assignee and Assignor's obligations and liabilities to such Assignee under this Assignment shall be reinstated to such extent and this Assignment and any collateral for this Assignment shall remain in full force and effect (or shall be reinstated) to such extent, Assignor hereby expressly waives the benefit of any applicable statute of limitations and agrees that it shall be liable under this Assignment whenever Assignee seeks to enforce such liability against Assignor or its property.

13. This Assignment shall be governed by and construed in accordance with the internal law of the State of New York; provided, however that the provisions of this Assignment relating to the creation, perfection and enforcement of the lien and security interest created by this Assignment in respect of the Mortgage and the Mortgage Loan Documents and the exercise of each remedy provided hereby, shall be governed by and construed in accordance with the internal law of the state where the Real Estate is located. In the event of a conflict between the laws of the State of New York and the internal law with respect to creation, perfection and enforcement of the lien and security interest created by this Assignment, the laws of the state in which the Real Estate is located shall govern.

14. This Assignment is given pursuant to the Loan The provisions of Article XI of the Loan Agreement Agreement. (except Section 11.10) are incorporated herein by reference and shall be a part of this Assignment as if fully set forth herein. The Assignor hereby acknowledges receipt of the Loan Agreement and (a) confirms that each representation and warranty contained in the Loan Agreement relating to it, the Mortgage Loan, the Mortgages and all of the Mortgage Loan Documents is true and correct as of the date hereof and (b) agrees to comply with each and every covenant contained in the Loan Agreement applicable to it, the Mortgage Loan, the Mortgages and the Mortgage Loan Documents. If there shall be any inconsistencies between the terms, covenants, conditions and provisions set forth in this Assignment and the terms, covenants, conditions and provisions set forth in the Loan Agreement, then, unless this Assignment expressly provides otherwise, the terms, covenants, conditions and provision, of the Loan Agreement shall prevail.

IN WITN'S WHEREOF, Assignor has duly executed this Assignment on the day and year first above written.

AB LOAN I, L.L.C.

By: AB Sub II, Inc., its managing member

C/c/t/s O/fice

By : 2

Name: W.Sci Title, St.V.

STATE OF NEW YORK) SS: COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me 15th day of December, 1995 by William Still, the XVICE UP of AB Sub II, Inc., a Delaware corporation, on behalf of the corporation which corporation executed the said instrument on Droperty of Cook County Clerk's Office behalf of AB Loan I, L.L.C., a Delaware limited liability company, as the managing member of the company.

Hassinger Companies (10100)

Promissory Note, dated December 30, 1994, made by Hoffman Homes, Inc. and nineteen (19) other obligors in favor of KFC Portfolio Corp. in the original principal amount of \$5,200,000.

Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral, dated September 22, 1988, by The Hoffman Group, Inc., successor to Hoffman Homes, Inc. ("Borrower") in favor of Kemper Investors Life Insurance Company ("KILICO"), and recorded on September 23, 1988 in the Office of the County Recorder of Deeds of DuPage County, Illinois (the "DuPage Recorder") as Document No. R88-108701 (Carol Stream).

First Amendment to Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral, dated October 15, 1991, by and retween Borrower and KILICO, and recorded on November 13, 1991 with the DuPage Recorder as Document No. R91-151877 and as 91U 4876 (Carol Stream).

Modification of Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral, dated May 8, 1992, by and between Borrower and RILICO, and recorded On May 18, 1992 with the DuPage Recorder as becoment No. R92-093026 (Carol Stream).

Assignment of Mortgage, dated December 30, 1994, by KILICO to and in favor of KFC Portfolio Corp, and recorded on February 1, 1995 with the DuPage Recorder as Document No. R95-012509 (Carol Stream).

Modification of Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral, date, December 30, 1994, by and between Borrower and KILICO, and recorded with the DuPage Recorder as Document No. R95-012510 (Carol Stream).

Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral, dated September 22, 1988, made by LaSalle National Bank, as Trustee under Trust 112357 in favor of KILICO, and recorded on September 23, 1988 with the Office of the Recorder of Deeds of Cook County, Illinois (the "Cook Recorder") as Document No. 88-437191 (Arlington Heights).

First Amendment to Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral, dated October 15, 1991, by and between Trustee and KILICO, and recorded on November 7, 1991 with the Cook Recorder as Document No. 91-586351 (Arlington Heights).

Modification of Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral, dated May 8, 1992, by and between Trustee and KILICO, and recorded May 14, 1992 with the Cook Recorder as Document No. 92-333830 (Arlington Heights).

٠,

Assignment of Mortgage, dated December 30, 1994, by KILICO to and in favor of KFC Portfolio Corp., and recorded on January 30, 1995 with the Cook Recorder as Document No. 95-069728 (Arlington Heights).

Modification of Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral, dated December 30, 1994, by and between Trustee and KFC Portfolio Corp., and recorded on January 31, 1995 with the Cook Recorder as Document No. 95-070119 (Arlington Heights).

Mortgage, Pixture Filing and Security Agreement with Assignment of Cash Collateral, dated September 22, 1988, made by Borrower in favor of KILICO, and recorded on September 23, 1988 with the DuPage Recorder as Document No. R88-108698 (Glendale Heights).

First Amendment to Mortgage, Fixture Fixing and Security Agreement with Assignment of Cash Collateral, dated October 15, 1991, by and between Borrower and KILICO, and recorded on November 13, 1991 with the DuPage Recorder as Document No. R91-151878 (Glendale Heights).

Modification of Mortgags, Fixture Filing and Security Agreement with Assignment of Cash Collateral, dated May 8, 1992, by and between Borrower and KILICO, and recorded on May 18, 1992 with the DuPage Recorder as Documera No. R92-093025 (Glendale Heights).

Assignment of Mortgage, dated December 30, 1994, by KILICO to and in favor of KFC Portfolio Corp., and recorded on February 1, 1995 with the DuPage Recorder as Document No. R95-012511 (Glendale Heights).

Modification of Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral, dated December 30, 1994, by and letween Borrower and KFC Portfolio Corp., and recorded on February 1, 1995 with the DuPage Recorder as Document No. R95-0125.2 (Glendale Heights).

Allonge dated the date herewith from KFC Portfolio Corp. to AB Loan I, L.L.C.

Assignment of Loan dated the date herewith from KFC Portfolio Corp. to AB Loan I, L.L.C., to be recorded immediately prior hereto.

ARLINGTON HEIGHTS

1 4 4 5 7 1 9 EXHIBIT B

Arli pton Heights Parcel

THAT PART OF LOT 5 IN GEORGE KIRCHOFF ESTATE SUBDIVISION OF PARTS OF SECTIONS 12 MED 13. TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL HERITMAN AND SECTIONS 7 AND 18, TOWNSHIP 42 HORTH, RANGE 11. EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF SAID SECTION 7 THAT IS DISTANT 17.82 FEET HORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7 AND THE SOUTHWEST CORNER OF SAID LOT 5. SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 13: THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 7, BEING ALSO THE WEST LINE OF SAID LOT 5, FOR A DISTANCE OF 1649.08 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE MORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF RAND ROAD AS THE SAME IS NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF RAND ROAD FOR A DISTANCE OF 265.92 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 30.28 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID CENTER LINE OF RAND ROAD FAON A POINT THEREON THAT IS DISTANT 298.00 FEET SOUTHEASTERLY OF THE WEST LINE OF SAID SECTION 7 (AS MEASURED ALONG SAID CENTER LINE), SAID POINT ON THE PERPENDICULAR LINE BEING DISTANT 70.00 FEET SOUTHWESTERLY OF SAID CENTER LINE OF RAND ROAD (AS NEASURED ALONG SAID PERPENDICULAR (INE); THENCE SOUTHWESTERLY ALONG SAID LINE DRAWN PERPENDICULAR TO THE CENTER LINE OF RAND ROAD, FOR A DISTANCE OF 83.02 FEET TO A POINT THAT IS DISTANT 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7, AS MEASURED PERPENDICULAR TO SAID WEST LINE FROM A POINT THEREOM THAT IS 320.94 FEET SOUTH OF SAID CENTER LINE OF RAND ROAD; THENCE SOUTH ALONG A LINE PARALLEL TO AND 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7 FOR A DISTANCE OF 195.06 FEET; THENCE SOUTH 04 DEGREES 19 MINUTES 11 SECONDS WEST, 6.94 FEET TO A POINT FOR A PLACE OF BEGINNING, A SOUTHERLY EXTENSION OF SAID LAST DESCRIBED LINE BEARING SOUTH OF DEGREES 19 MINUTES 11 SECONDS WEST IS DRAWN THROUGH A POINT 669.21 FEET NORTH AND 55.00 FEET EAST OF THE NORTHEAST CORNER OF SAID SECTION 13, AS HEASURED ALONG THE WEST LINE OF SAID SECTION 7 AND ACONG A LINE AT RIGHT ANGLES THERETO, SAID PLACE OF BEGINNING BEING ON A SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. (3) L 50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE CONTINUING ALVING THE AFOREDESCRIBED LINE BEARING SOUTH OF DEGREES 19 MINUTES 11 SECONOS WEST, 326.32 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF WOODS DRIVE FORMERLY RANCHAYEN LANE) ACCORDING TO THE PLAT OF DEDICATION RECORDED JULY 30, 1974 AS DOCUMENT NO. 22797785; THENCE SOUTH 85 DEGREES 40 MINUTES 40 SECONDS EAST ALONG SAID MORTHERLY LINE OF MOODS DRIVE, 8.63 FEET TO AN INTERSECTION WITH THE MORTHERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY COMDEMNATION CASE NO. 87 L SOR49 IN THE CIRCUIT COURT OF COOK COUNTY, ILLIANIS: THE FOLLOWING TWO COURSES ARE ALONG THE HORTHERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY COMBENIATION CASE NO. 87 L SO249, AFORESAID;

THENCE NORTH &I DEGREES OF MINUTES 37 SECONDS EAST, 122.37 FEET;

TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF RAND ROAD AS WIDEHED BY INSTRUMENT RECORDED DECEMBER 10, 1940 AS DOCUMENT NO. 12592033; THENCE NORTH 43 DEGREES S4 MINUTES 03 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED, 458.87 FEET TO THE SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87 L 50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS: THENCE SOUTH 39 DEGREES 59 MINUTES 19 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTHEASTERLY LINE, 244.53 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX E.D. NO: 03-07-301-002

Route 53 + polatine Russ ADLINGTON HETGHTS