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Pet Stores Funding

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COOK COUNTY RECORDER

ASSIGNMENT OF RENTS, LEASE, AND **OPTION AGREEMENT**

AND

AUTHOPIZATION TO COLLECT RENTS

Between

PET STORES FUNDING CGRPORATION, Assignor NATIONSBANK OF TEXAS, N.A., as Administrative Lender, Assignee * Clert's Office

This instrument was prepared by, and after recording should be returned to:

A. Lamar Youngblood, Esq. Donohoe, Jameson & Carroll, P.C. 3400 Renaissance Tower 1201 Elm Street Dallas, Texas 75270

10 3 A. Land

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UNOFFICIAL COPY

ASSIGNMENT OF RENTS, LEASE, AND OPTION AGREEMENT

AND

AUTHORIZATION TO COLLECT RENTS

THIS ASSIGNMENT OF RENTS, LEASE, AND OPTION AGREEMENT AND AUTHORIZATION TO COLLECT RENTS (hereinafter, together with any supplements or amendments hereto, referred to as the "Assignment"), dated effective as of November 27, 1995, between PETSTORES FUNDING CORPORATION, a Delaware corporation having an address at Room 608, One International Place, Boston, Massachusetts 02110-2624 ("Assignor"), and NATIONSBANK OF TEXAS, N.A., a national banking association having an address at 901 Main Street, Dalus, Texas 75202, as Administrative Lender ("Assignee"), on behalf of itself and each other Lender party to the Credit Agreement described below (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement dated of even date herewith, by and among Assignor, Assignee and the Lenders (together with all supplements, modifications and amendments thereto, the "Credit Agreement"), the Lenders have agreed to make loans (the "Loans") from time to time to Assignor; and

WHEREAS, pursuant to (a) a Lease (together v.it's all supplements, modifications and amendments thereto, is referred herein as the "Lease") by and between Assignor and PETSMART, Inc., a Delaware corporation ("Tenant"), dated of even date herewith, Assignor has leased to Tenant the Leased Properties more particularly described therein, including, without limitation, the property which is more particularly described in Exhibit A hereto, and (b) an Option and Put Agreement (together with all supplements, modifications and amendments thereto, is referred to herein as the "Option Agreement") by and between Assignor and Tenant, dated of even date herewith, Tenant has certain options and obligations to purchase Leased Properties from Assignor on the terms and conditions set forth therein; and

WHEREAS, pursuant to a Security Agreement dated of even date herewith, made by Assignor in favor of Assignee (together with all supplements, modifications and amendments thereto, the "Security Agreement"), Assignor has granted a security interest in, and assigned its rights against Tenant under, the Option Agreement and the Lease (including, without limitation, Assignor's rights under the Lease to receive rental payments from Tenant) to Assignee, for the Ratable benefit of the Lenders, to secure the full and prompt payment when due of all of Assignor's obligations under the Credit Agreement; and

WHEREAS, Assignor has executed and delivered this Assignment to Assignee as required by the Security Agreement for the purposes, inter alia, of evidencing, confirming and establishing as a matter of public record the rights and interests of Assignee created by and

arising under the Security Agreement, and thereby further securing and providing for the repayment of all amounts at any time and from time to time owing by Assignor to Assignee under or in connection with the Credit Agreement and the Notes; corresponding instruments have been and shall be recorded in the real property records of each jurisdiction in which any Leased Property is located.

NOW, THEREFORE, in accordance with the Security Agreement and as further security for the repayment of all amounts at any time and from time to time owing by Assignor to Assignee under or in connection with the Credit Agreement and the Notes, and for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has executed and delivered this Assignment in favor of Assignee for the Ratable benefit of the Lenders.

AGREEMENT:

ARTICLE I Definitions

Section 1.1. <u>Definitions</u>. Caritalized terms used herein and not specifically defined shall have the respective meanings ascribed to such terms in the Lease or in the Credit Agreement, as the case may be. In the event of any conflict between the respective definitions for the same term provided in the Lease or the Credit Agreement, the definition set forth in the Credit Agreement shall govern.

ARTICLE II Obligations Secured by this Assignment

- Section 2.1. Obligations Secured Hereby. This Assignment is made to provide for and to secure repayment of the following indebtedness and liabilities of Assignor (such indebtedness and liabilities are hereinafter collectively referred to as the "Obligations"), in the order of priority indicated below:
 - (a) First, the payment of all indebtedness, whether absolute, fixed or contingent, at any time and from time to time owing by Assignor to Assignee, the Lenders or any Lender under or in connection with the Credit Agreement, the Notes or any related document, including, without limitation, all amounts at any time or from time to time owing by Assignor to Assignee, the Lenders or any Lender under or in connection with the Credit Agreement, the Notes or any document entered into in connection therewith on account of payments under the Loans or fees; and
 - (b) <u>Second</u>, the repayment of all amounts advanced or expended by Assignee, the Lenders or any Lender hereunder or in connection with the Credit Agreement, the

Lease, the Option Agreement, the Security Agreement, any Deed of Trust or any related document, and the payment of all out-of-pocket costs and expenses (excluding expenses solely attributable to administrative overhead) at any time and from time to time incurred by Assignee in connection with the enforcement of or preservation of any right under this Assignment, the Credit Agreement, the Lease, the Option Agreement, the Security Agreement, any Deed of Trust or any related document (including, without limitation, the reasonable fees and out-of-pocket expenses of counsel employed by Assignee, the Lenders or any Lender in connection therewith to the extent permitted by law) and any other out-of-pocket costs and expenses payable by Assignor under or in connection with any such instrument; and

(c) Third, the payment of all indemnities at any time and from time to time payable to Assignee, the Lenders or any Lender hereunder or under or in connection with the Security Agreement, any Deed of Trust, the Credit Agreement or any related document.

Section 2.2. Future Advances: Maximum Amount of the Obligations: Maturity Date.

This Assignment secures all present and future advances made under the Credit (a) Agreement. The maximum aggregate principal amount of the indebtedness in respect of Loans which may, in accordance with the Credit Agreement, be outstanding at any time shall not exceed the sum of Ten Million Dollars (\$10,000,000), subject, however, to any additional increases in such maximum aggregate principal amount as may be agreed upon pursuant to any future amendments or supplements to the Credit Agreement. The parties hereto acknowledge and agree that the statement of such maximum against principal amount is not intended to limit the extent to which, or the priority with which, Assignee may enforce the interests created under this Assignment in the event that the maximum aggregate principal amount of such indebtedness shall be increased as described in the preceding sentence. Accordingly, the maximum amount of the Obligations secured by this Assignment shall not exceed the aggregate of (i) Ten Million Dollars (\$10,000,000.00); (ii) interest from time to time accrued but unpaid in respect of Loans; (iii) all funds which may from time to time be advanced or expended by Assignee, the Lenders or any Lender for the account of Assignor her under this Assignment, the Security Agreement, any Deed of Trust, the Credit Agreement, the Lease, the Option Agreement or otherwise as contemplated herein or therein; (iv) all out-of rocket costs and expenses (excluding expenses solely attributable to administrative overhead) at any time and from time to time incurred by Assignee, the Lenders or any Lender in connection with the enforcement of, or the preservation of any right under, this Assignment, the Security Agreement, any Deed of Trust, the Credit Agreement, the Lease, the Option Agreement or any related document (including, without limitation, the reasonable fees and out-of-pocket expenses of counsel employed by Assignee, the Lenders or any Lender in connection therewith, to the extent permitted by law) all other out-of-pocket costs and expenses (excluding expenses solely attributable to administrative overhead) at any time and from time to time incurred by Assignee, the Lenders or any Lender in connection with any such instrument; and (v) all indemnities at any time and from time to time payable to Assignee, the Lenders or any Lender hereunder or under

or in connection with the Security Agreement, the Deed of Trust, the Credit Agreement or any related document.

(b) The Obligations shall be due and payable in full on or before May 24, 1996.

ARTICLE III Assignment of the Lease and Option Agreement and Authorization to Monies

Section 3.1. Grant. As security for the full and prompt payment, observance, and performance of the Obligations, Assignor does hereby absolutely and irrevocably sell, assign, convey, pledge, transfer, deliver, hypothecate and set over to Assignee, for the Ratable benefit of the Lenders, all Assignor's right, title, interest, and estate (a) as Landlord in and to the Lease, including, but not limited to (i) all of Assignor's right and claim as Landlord under the Lease to collect Rent and Ciher Charges and all other monies which are or may be or become due under the Lease, whicher payable as Rent, Other Charges, fees, expenses, costs, indemnities, insurance proceeds, condemnation awards, damages for breach of the Lease, or otherwise, as and when the same shall be and become due and payable in accordance with the Lease; (ii) to give or withhold any we all consents, requests, notices, directions, approvals, extensions, or waivers under or with respect to the Lease or the obligations of Tenant thereunder to the same extent as Assignor might do but for the assignment hereby granted to Assignee; and (iii) otherwise to exercise all of Assignor's rights, powers, privileges, and remedies as Landlord under or in respect of the Lease and the obligations of Tenant thereunder, whether the same may be set forth or arise under the Lease, at law, or in equity; and (b) as Owner in and to the Option Agreement, including, but not limited to (i) all of Assizaor's right and claim as Owner under the Option Agreement to collect any and all monies which are or may be or become due under the Option Agreement, whether payable as the purchase price for Leased Properties, fees, expenses, costs, indemnities, damages for breach of the Option Agreement or otherwise, as and when the same shall be due and become due and payable in accordance with the Option Agreement, (ii) to give or withhold any and all consents, requests, notices, directions, approvals, extensions, or waivers under or with respect to the Option Agreement or the obligations of Tenant thereunder to the same extent as Assignor might do but for the assignment hereby granted to Assignee; and (iii) otherwise to exercise all of Assignor's rights, powers, privileges, and remedies as Owner under or in respect of the Option Agreement and the obligations of Tenant thereunder, whether the same may be set forth or arise under the Option Agreement, at law, or in equity.

Section 3.2. <u>Attornment</u>. In the event of Assignee's enforcement of its rights and remedies hereunder, under the Security Agreement, any Deed of Trust, or otherwise, Assignor shall cause Tenant to attorn to Assignee or to any purchaser of Assignor's interest in the Leased Properties or any of them, and to recognize Assignee or any such purchaser as the Landlord under the Lease, in accordance with the requirements of Section 27.10 of the Lease.

ARTICLE IV Administrative Provisions

Section 4.1. Assignee's Rights. Assignee shall, whether prior to or following the occurrence and continuance of an Event of Default (as hereinafter defined), be permitted, subject to the provisions of this Assignment, to give all consents, requests, notices, directions, approvals, extensions or waivers, if any, which are required to be given to Tenant by Assignor by the specific terms of the Lease and the Option Agreement, as applicable; provided, however, the assignment to Assignee effected hereby shall not (a) relieve Assignor from the performance of any term, covenant, condition or agreement on its part to be performed or observed under or in connection with the Lease or the Option Agreement, or from any liability to Tenant; (b) impose any obligation on Assignee, the Lenders or any Lender to perform or observed; or (c) impose any liability on Assignee, the Lenders or any Lender for any act or omission on the part of Assignor relative thereto or for any breach of any representation or warranty on the part of Assignor contained in or made in connection with the Lease or the Option Agreement.

Assignee and the Lenders to the extent permitted by applicable law, from and against any and all losses (other than loss of profit), liabilities (including liabilities for penalties), claims, demands, actions, suits, judgments, out of-pocket costs and expenses (excluding expenses attributable solely to administrative overhead) arising out of or resulting from the assignment granted hereby by virtue of any act or omission on the part of Assignor (other than an act or omission on the part of Assignor pursuant to or in accordance with an express direction from Assignee, the Lenders or any Lender), including, without limitation, the out-of-pocket costs, expenses and disbursements (including reasonable attorneys' fees, to the extent permitted by applicable law) incurred by Assignee, the Lenders or any Lender in enforcing this Assignment or in preserving its rights in respect to the interests hereby assigned.

Section 4.3. Performance of Agreements. Assignor hereby agrees, at its own expense, duly and punctually to perform and observe each of its obligations to Tenant under the Lease and the Option Agreement in accordance with the terms thereof. In addition, promptly following a request from Assignee to do so and at Assignor's expense, Assignor agrees to take all such lawful action as Assignee may request to compel or secure the performance and observance by Tenant of its obligations under or in connection with the Lease and the Option Agreement, in accordance with the terms thereof, and to exercise any and all rights, remedies, powers and privileges lawfully available to Assignor under or in connection with the Lease and the Option Agreement to the extent and in the manner directed by Assignee, including, without limitation, the transmission of notices of default on the part of Tenant thereunder and the institution of legal or administrative actions or proceedings to compel or secure performance by Tenant of its obligations under the Lease and the Option Agreement or to recover any payment due or to be due thereunder. Assignor further agrees that it will not, without the prior written consent of Assignee, exercise any right, remedy, power or privilege available to it with respect to Tenant under the Lease or the Option Agreement, take any action to compel or secure performance or

observance by Tenant of its obligations to Assignor thereunder, or give any consent, request, notice, direction, approval, extension or waiver to Tenant under the Lease or the Option Agreement.

Section 4.4. Amendment of the Lease and the Option Agreement, etc.: Waivers. Assignor will not, without the prior written consent of Assignee, amend, modify, supplement, terminate or surrender, or agree to any amendment, modification, supplement, or termination of the Lease or the Option Agreement or the surrender of any Leased Property under the Lease, or waive the timely performance or observance by Tenant of its obligations, or any default on the part of Tenant or any obligor, under the Lease or the Option Agreement. If Assignee shall consent to any such amendment, modification, supplement or waiver, Assignor shall, promptly following a request therefor by Assignee, execute and deliver, in its own name and at its own expense, such agreements, instruments, consents and other documents as Assignee may deem necessary or appropriate in the circumstances.

ARTICLE V Default

Section 5.1. Rights of Asserbed upon Default. Whenever an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, Assignee may, at its discretion, avail itself of any rights or remedies which may be available hereunder or under the Credit Agreement, the Security Agreement, any Deed of Trust, or any related document, or at law or in equity. Without limiting the generality of the forgoing, Assignee may in such event exercise all rights, remedies, powers, privileges and claims of Assignor against Tenant under or in connection with the Lease and the Option Agreement, including the right or power to take any action to compel or secure performance or observance by Terant of its obligations to Assignor thereunder and to give any consent, request, notice, direction approval, extension or waiver to the Tenant under the Lease and the Option Agreement. Any ught of Assignor to take such action shall, upon the occurrence of any Event of Default as aforesaid be suspended.

ARTICLE VI Miscellaneous

Section 6.1. <u>Further Assurances</u>. Assignor agrees that it shall, upon Assignee's request but at its own expense, execute, deliver, record, file and refile, or permit Assignee to record, file and refile, such assignments, financing statements, continuation statements and other documents, instruments, or agreements as Assignee may deem necessary or appropriate to perfect, preserve, correct, or confirm the rights and interests granted or intended to be granted to Assignee hereby.

Section 6.2. No Waiver: Cumulative Remedies. No failure or delay on the part of Assignee in exercising any right, power or remedy available to Assignee hereunder or at law or

in equity shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy which may then be available to Assignee. All remedies hereunder are cumulative, and are not exclusive of any other remedies that may be available to Assignee. whether at law, in equity or otherwise.

Section 6.3. Notices, etc. Except where telephonic (which shall be confirmed in writing promptly) or facsimile instructions or notices are authorized herein to be given, all notices, demands, instructions or other communications required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by registered, certified or express mail, postage prepaid, return receipt requested, or by telecopier or telegram (with messenger delivery specified in the case of a telegram), and shall be deemed to be given for purposes of this Assignment on the date on which such writing is delivered or sent to the intended recipient to reof in accordance with the provisions of this Section 6.3 (except that any notice sent by registered or certified mail shall be deemed to have been given on the fifth Business Day after such petice is deposited for delivery in the United States mail). Unless otherwise specified in a notice tent or delivered in accordance with the foregoing provisions of this Section 6.3, notices, demands, instructions and other communications in writing shall be given to or made upon the respective parties hereto at their respective addresses (or to their respective telecopier numbers) indicated below, and, in the case of telephonic instructions or notices, by calling the telephone number of numbers indicated for such party below:

with respect to Assignor: (a)

> PET STORES FUNDING CORPORATION Clart's Office

c/o NationsBank of Texas, N.A.

901 Main Street, 67th Floor

Dallas, Texas 75202

Attention:

Frank Johnson

Telephone: Telecopier: (214) 508-3091 (214) 508-0980

(b) with respect to Assignee:

Dallas, Texas 75202

NationsBank of Texas, N.A. 901 Main Street, 67th Floor

Attention:

Frank Johnson

Telephone:

(214) 508-3091

Telecopier:

(214) 508-0980

Any party may designate a different or additional address for the delivery of notices by providing written notice thereof to the other parties in accordance with the requirements of this

Section 6.3. Except as provided to the contrary above, all notices, demands, and other communications shall be effective upon personal delivery or upon the date of receipt by the addressee as shown on the return receipt. Rejection or other refusal to accept notices, demands, or other communications which are rejected or acceptance of which is refused shall be deemed to be effective upon the date on which the same were sent.

Section 6.4. Costs and Expenses, etc. Assignor hereby agrees to reimburse Assignee and each Lender, on demand, for all out-of-pocket costs and expenses (excluding expenses solely attributable to administrative overhead) incurred by Assignee and each Lender in connection with the administration and enforcement of this Assignment, and agrees to indemnify Assignee and each Lender and hold Assignee and each Lender harmless, to the extent permitted by applicable law, from and against any and all losses (other than loss of profit), liabilities (including liabilities for penalties), actions, suits, judgments, demands, out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, to the extent permitted by applicable law, but excluding costs and expenses attributable solely to administrative overhead) incurred by Assignee or any Len iet hereunder or in connection herewith (including any negligent action of the Assignee or such Lender), unless such liability shall be due to willful misconduct or gross negligence on the part of Assignce or such Lender or their respective agents or employees. If Assignor shall fail to perform any act or thing which it has covenanted to do hereunder or any representation or warranty on its part small be breached. Assignee may (but shall not be obligated to) perform the same or cause it to be done or remedy any such breach, and may expend its funds for such purpose. Any and all amounts so expended by Assignee shall be reimbursed to it by Assignor upon demand therefor by Assignee. The obligations of Assignor hereunder shall survive the termination of this Assignment and the discharge of the other obligations of Assignor hereunder.

Section 6.5. Termination. Subject to Section 6.12, below, this Assignment and all of the rights, assignments, pledges and interests created or granted hereby shall terminate when (a) all Obligations shall have been fully paid and satisfied, act (b) the commitments and obligations of the Lenders to make Loans or provide other financial accommodations under the Credit Agreement and related documents have terminated, at which time Assignee shall reassign to Assignor all of the right, title, interest and estate hereby created (without recourse upon, or any warranty whatsoever by, Assignee). Assignee and the Lenders shall, and he ehy covenants and agrees to, execute and deliver such documents, instruments, or agreements as Assignor may deem to be necessary or appropriate to evidence or to confirm such termination. Such instruments may be recorded at Assignor's expense.

Section 6.6. GOVERNING LAW: BINDING EFFECT. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT THAT THE LAWS OF THE STATE IN WHICH THIS INSTRUMENT IS RECORDED MAY GOVERN THE RIGHTS OR REMEDIES WHICH MAY BE AVAILABLE TO ASSIGNEE OR THE DUTIES OF ASSIGNOR HEREUNDER. THIS ASSIGNMENT SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO, AND THEIR

RESPECTIVE SUCCESSORS AND ASSIGNS. THIS ASSIGNMENT IS NOT INTENDED TO, AND SHALL NOT BE CONSTRUED SO AS TO, CONFER ANY RIGHT OR BENEFIT UPON ANY PERSON OTHER THAN THE PARTIES TO THIS ASSIGNMENT.

- Section 6.7. <u>Severability of Provisions</u>. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- Section 6.8. <u>No Recourse</u>. The obligations of Assignor hereunder are solely the corporate colligations of Assignor. No recourse shall be had for the payment of any amount owing in respect of Section 6.4 hereof or for the payment of any other obligation or claim arising out of or based upon this Assignment against any stockholder, employee, officer, director or incorporator of assignor or of any parent of Assignor.
- Section 6.9. Hestings. Article and Section headings used herein are for convenience of reference only and shall not affect the construction of this Assignment.
- Section 6.10 Execution in Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original instrument.
- Section 6.11 <u>Effect of Assignment</u>. This Assignment has been executed and delivered, and is to be recorded, for the purposes of confirming and establishing, as a matter of public record, the rights and interests of Assignee in and to all of Assignor's right, title, interest, and estate as Landlord in and to the Lease as to all of the Leased Properties (including but not limited the Leased Property more particularly defined on the attached Exhibit A) in accordance with the Security Agreement. Reference is hereby made to the Security Agreement, which instrument is incorporated herein by this reference as if fully rewritten herein. Assignor and Assignee each hereby ratifies and affirms the Security Agreement and each and every term, condition, and provision thereof. Nothing in this Assignment is intended or shall be construed to conflict with any provision of the Security Agreement; in the event of any conflict between the terms of this Assignment and the terms of the Security Agreement, the latter in all events shall control.
- Section 6.12. Reinstatement. This Assignment shall continue to be effective, or shall be reinstated, as the case may be, if at any time any amount received by Assignee under or in respect of the Lease or the Option Agreement shall be rescinded or must otherwise be restored or returned by Assignee upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Assignor or any intervenor or conservator of, or trustee or similar officer for,

Assignor or all or any substantial part of its properties, or otherwise, all as though such payment had not been made.

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Dec. 21, 1995 3:57PM UNOFFICIAL COPY No. 2354 P. 5

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its officers thereunto duly authorized, effective as of the date first above written.

ATTESTED:

PET STORES FUNDING CORPORATION

By: (Secretary) (Assistant Secretary)

Title: Tiffany Percival, Vice President

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

1, Dave D. Wiesen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Tiffany Percival and Laurie A. Frizagaid personally known to me to be the authorized signatories of Pet Stores Funding Corporation, a Delaware corporation, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that is such authorized signatories each person signed and delivered the said Instrument as her/his free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this Ula day of December, 1995.

Notary Public

My Commission Expires:

JANE D. WISEMAN, Notary Public My Commission Expires Dec. 2, 1999

41621.01 0100-0520

EXHIBIT A

Legal Description of the particular property to be attached.

Property or Cook County Clerk's Office

05905619

t part of The H.O. Stone Northlake Addition, being a subdivision of that part of the rtheast Quarter of Section 6, Township 39 North, Range 12, East of the Third Principal ridian, and recorded July 3, 1930 as Document No. 10697148 in Cook County, Illinois scribed as follows:

mmencing at the Southwest corner of Lot 1 in Block 3 in said The H.O. Stone Northlake dition; Thence North 88 degrees 48 minutes 02 seconds East along the South line of said ock 3, 195.17 feet; Thence South 01 degree 11 minutes 58 seconds East, 49.00 feet; Thence rith 88 degrees 48 minutes 02 seconds East, 271.00 feet; Thence South 01 degree 11 minutes seconds East, 29.00 feet to the point of beginning; Thence the following courses; North 88 minutes 02 seconds East, 54.00 feet; North 01 degree 11 minutes 58 seconds West, 15.00 feet; North 88 degrees 48 minutes 02 seconds East, 156.00 feet; South 01 degree 11 minutes 58 seconds East, 11.33 feet; North 88 degrees 48 minutes 02 seconds East, 30.00 feet; and East, 71.00 feet; South 01 degree 11 minutes 58 seconds East, 207.00 feet; South 88 degrees 48 minutes 02 seconds East, 15.00 feet; North 01 degree 11 minutes 58 seconds West, 15.00 feet; South 88 degrees 48 minutes 02 seconds West, 15.00 feet; North 01 degree 11 minutes 58 seconds West, 15.00 feet; North 01 degree 11 minutes 58 seconds West, 15.00 feet; North 01 degrees 11 minutes 58 seconds West, 15.00 feet; North 01 degrees 11 minutes 58 seconds West, 15.00 feet to 1ne point of beginning, and containing 85,207 square 11 or 1.956 acres.

ALSO KNOWN AS LOT 6 IN NORTHLAKE COMMONS SHOPPING CENTER A RESUBDIVISION OF PART OF "THE H. O. STONE NORTHLAKE ADDITION", BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED JULY 3, 1930 AS DOCUMENT NO. 10697148 IN COOK COUNTY, ILLINOIS, WHICH RESUBDIVISION PLAT WAS RECORDED ON DECEMBER 21, 1995 AS DOCUMENT NO. 95889918 IN COOK COUNTY, ILLINOIS.

95905619

Permanent Real Estate Tax Numbers:

15-06-207-001 15-06-207-002 15-06-207-018 15-06-207-052 15-06-207-053 15-06-207-012 15-06-207-011 15-06-206-008	15-06-206-009 15-06-206-010 15-06-206-041 15-06-206-042 15-06-206-043 15-06-206-031 15-06-206-032	•
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