### COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S) 95158208

This COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S) ("Assignment") is made March 1, 1994 between NBD BANK, not personally, but as Trustee under a Trust Agreement dated July 11, 1988 and known as Trust 2637-EG (hereinafter referred to as "Assignor") and NBD BANK, an Illinois banking corporation, having an office at 211 S. Wheaton Avenue, Wheaton, IL 60187 (hereinafter referred to as "Assignee").

WITNESS:

DEFT-11 RECORD TOR
T\$0013 TRAN 2286 03/09/95 14:25:00
\$4784 \$ AF \*-95-158208
COOK COUNTY RECORDER

WHERFAS, Assignor is indebted to Assignee in the principal amount not to exceed \$5,000,000 together with interest thereon from and after the date hereof at the rates provided in that Mortgage Note (Mortgage Note), of even date herewith;

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered a Mortgage of even detecherewith, to secure said. Mortgage Note on certain real estate in the Counties of Cook and DuPage, State of Illinois, legally described on Exhibit "1" attached hereto and made a part hereof, including the improvements now or hereafter thereon and the easement rights and appurtenances thereum belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, Assignee has required the assignment hereinafter made as a condition to making the above loan.

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NOW, THEREFORE, Assignor, for good and veluable considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey. set over and deliver unto Assignee, as security for the payment of the above described loan conditions of said Mortgage Note, and, the payment, performances and observances of all the terms, covenants and conditions of said Mortgage Note, the or any of the Loan Documents therein specified, and any and all amendments, extensions, and renewals thereof, all leases affecting the Mortgaged Premises, or any part thereof, now existing or which play be executed at any time in the future during the life of this Assignment and all amendments, extensions, and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Premises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage, Mortgage Note or any of the Loan Documents therein specified, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

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Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, or any of the Loan Documents therein specified, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such nominee as Assign to may designate in writing, delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the Mc tpaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor he eby grants full power and authority to Assignee to exercise all rights, privileges, and powers hereif granted, subject to the terms of the Mortgage, and this Assignment at any and all times hereafter without notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of takes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Mortgage Note, ail in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights of claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall

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it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the except of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent noider of said Mortgage Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Mortgage Note, the aforesaid Mortgage, or and any of the Loan Documents described in the Mortgage Note, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Mortgage Note, the aforesaid Mortgage, any of the Loan Documents described in the Mortgage Note, or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same

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March 1, 1994. ] times Sans in . 2637-EG

Content of RENTS is executed by NBD BANE, Successor Trustee to NBD frust Company, not personally but as Trustee under Trust No. 2637-EG . It is expressly understood and agreed by the parties bereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said frustee, nor an any admission that said frustee is entitled to any of the rents, issues, or profits under the said Trust, it being understood by all parties bereto that the Trustee at no time is entitled to receive any of the rentm, immuse, or profits of or from said trust property. This instrument is executed by NRD BARK, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such limbility, if any, being expressly waived and released by the mortgages or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders where or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that HBD Sank, individually or as frustee, shall have no abligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for our action or nonaction taken in violation of any of the covenants herein contained.

It is also expressly understood and screed by every person, fire or corporation claiming any interest under this document that NBD lank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous enterials on, over, under, from or affecting the property, soil, water, relation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful seath) or property dusage (real or personal) arising out of or related to such hazardous materials; (iii) any lawruit brought or threatened, settlement reached or government; order relating to such hazardous materials, and/or (w) any violation of laws, orders, regulations, requirements of or demands of government authorities, or any policies. Ar requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court coats, and litigation expenses.

H22 TANK, Successor Trusces to HBD Trust Company of Yllingto, as Trustee under Trust No. 2637-EG and not Pitvidually

By: Assistant Trust Officer

ATTEST.)
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r, the undersigned a Notary Public in and for said hereby certify thatYatricia A. Dunleavy	Cou	nty :	תז מ	e Stat	e efor	.bizasid	. da
hereby certify that Patricia A. Dunleavy					of HBC	Senk,	and
Annette N. Brusca subscribed to the foregoing instrument as such	104	11000	e) ] v	<b>Innum</b>	20.00	to he	9 500
and Trust Utilier , respectively, appeared before as this	day	in M	rean	and a	cknowi	edsed (	that
they signed and delivered the said instrument as their own free and voluntary act of said corporation, for the uses and purposes herein set forth, and the s	401	, alk	rost	the fr	ee and	voluni	tary
did also then and there acknowledge that he/she as custodian of the corporate	300 #70	7 05	said	Carpo	ration	did a	rii)
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the free and voluntary act of said Corporation, for the uses and purposes t	her	pin p	et fo	irth.			

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Notary Public, State of Hinoss	Not	ary Public
My Commission Expires 12-21-96		

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by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the Mortgage. Any Lessee of the Mortgaged Premises, or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Pefault exists under the Mortgage Note, the aforesaid Mortgage, and any of the Loan Documents described in the Mortgage Note, or this Assignment) and directed to pay Assignor the security deposit see forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Mortgage Note, the aforesaid Mortgage, or the and any of the Loan Documents therein described, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignes, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed, all as and on the day, month, and year first above written.

NBD BANK

not personally, but as Trustee under a Trust Agreement date: July 11, 1988 and known as Trust 2027-EG

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ATTEST:

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This instrument prepared by: William B. Weidenaar One N. LaSalle Street Chicago, IL 60602

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STATE OF ILLINOIS SS COUNTY OF COOK I, the undersign 3074d, a Notary Public in and for said county, in the State aforesaid, DO President of NBD HEREBY CERTIFY that Secretary of said NBD BANK, BANK, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument a such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said NBD BANK, not personally, but as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he'she, as custodian for the corporate seal of said NBD BANK, did affix the said corporate seal as his her own free and voluntary act, and as the free and voluntary act of said NBD BANK, not personally, but as Trustee, for the uses and purposes therein set forth. Given under my hand and notarial seal this عريتهن Notary Public (Notary

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COUNTY OF COOK

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# CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007492593 AH

STREET ADDRESS: 83 & LUNT AVE.

CITY: BLK GROVE .

COUNTY: COOK

TAX NUMBER:

#### LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 IN GULLO/LUNT & 83 RESUBDIVISION, BEING A RESUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 403 IN CENTER INDUSTRIAL PARK UNIT 250, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWN HIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 74 TO 84 BOTH INCLUSIVE (EXCEPT THE NORTHWESTERLY 7 FEET OF SAID LOT 84 CONVEYED TO STATE OF ILLINOIS BY DEED RECORDED MAY 21, 1964 AS DOCUMENT NO. 19133687) IN STEELE'S HIGGINS AND TOUNY HIGHLANDS SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO THAT PART OF LOT 6 IN THE SUBLIFISION OF THE ESTATE OF HENRY LANDMEIER (HEREINAFTER DESCRIBED) LYING NORTH OF THE NORTH LIFT OF TOUHY AVENUE AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 6, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011608), AND LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TOUHY AVENUE, 651.33 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF TOUHY AVENUE WITH THE EAST LINE OF NICHOLAS BOULEVARD AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 9, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANCE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2057254); SAID LINE RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOUHY AVENUE, 556.57 FEET, MORE OR LESS, TO THE WARRENCE CENTER LINE OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE OF SAID LOT 6 (EXCEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED PARCEL OF LAND: - THAT PORTION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 09 THE SOUTH BAST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWEST FLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF STREET BEGINNING; THENCE SOUTHEASTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCRPTING THEREFROM THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF ORIGINAL LANDMEIER ROAD: - BEGINNING AT A POINT ON THE CENTER LINE OF LANDMEIER ROAD, AS THE SAME IS NOW LOCATED AND ESTABLISHED, (MAY 5, 1964), DISTANT 9.22 FEET SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT DISTANT 40.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT. ANGLES FROM SAID CENTER LINE OF LANDMEIER ROAD; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT IN SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF BEGINNING)

95158208

SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER BEING PART OF SECTION 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT ACKNOWLEDGED ON THE 4TH DAY OF DECEMBER, 1916, BY RICHARD LANDMEIER, ALBERT LANDMEIER, OTTO LANDMEIER AND GUSTAV



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## UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007492593 AH

STREET ADDRESS: 83 & LUNT AVE.

CITY: ELK GROVE

COUNTY: COOK

TAX NUMBER:

#### LEGAL DESCRIPTION:

LANDMEIER AND FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 70396

AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THE SOUTHERLY 10 FEET OF NORTHERLY 40 FEET OF THAT PART OF LOT 6 (AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT) IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, NICORDING TO PLAT FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 70396, LYING NORTH OF THE NORTH LINE OF TOURY AVENUE AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 6, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011608), AND LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TOUHY AVENUE, 651.33 FEBT EAST OF THE INTERSECTION OF SAID MORTH AVENUE WITH THE EAST LINE OF NICHOLAS BOULEVARD AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 9, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2057254); SAID LINE RUNNING THENCF NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOUHY AVENUE, 566.57 FEET, MORE OR LESS, TO THE CENTER LINE OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE CF SAID LOT 6 EXCEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED PARCEL OF LAND; THAT PORTION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, PINGE 11 EAST OF THE THIRD PRINCIPAL AND ADDRESS OF THE THIRD PRINCIPAL ADDRESS OF THE THIRD PRINCIPAL AND ADDRESS OF THE THIRD PRINCIPAL ADDRESS OF THE THIRD PRINCIPAL ADDRESS OF THE THIRD PRINCIPAL AND ADDRESS OF THE THIRD PRINCIPAL ADDRESS OF T MERIDIAN, COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; RUNNING THENCE SOUTH ALONG EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POLITY IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THE CP SOUTHWESTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE IOLIOWING DESCRIBED TRACT LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF ORIGINAL LANDMEIER ROAD; BEGINNING AT A POINT ON THE CENTER I INE OF LANDMEIER ROAD, AS THE SAME IS NOW LOCATED AND ES ABLISHED, (MAY 5, 1964), DISTANT 9.22 FEET SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1,2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26 TO A POINT 1 White is DISTANT 40.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF LANDMEIER ROAD; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT IN SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF EEGINNING), IN COOK COUNTY, ILLINOIS

### PARCEL 4:

95158208

LOTS 39 TO 73 INCLUSIVE (EXCEPT THAT PART OF LOTS 39, 40 AND 41 CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED MAY 12, 1965 AS DOCUMENT NO. 19461522 DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CURNER OF SAID LOT 39, BEING ALSO THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF HIGGINS ROAD WITH THE SOUTHEASTERLY LINE OF LANDMEIER ROAD, AS THE SAME ARE NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOTS 39, 40 AND 41, BEING ALSO THE SOUTHWESTERLY LINE OF HIGGINS ROAD, A DISTANCE OF 113.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 150.0 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A



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## UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007492593 AH

STREET ADDRESS: 83 & LUNT AVE.

CITY: ELK GROVE ...

COUNTY: COOK

TAX NUMBER:

### **LEGAL DESCRIPTION:**

DISTANCE OF 182.21 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 39, DISTANCE 7.02 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT 39, AS MEASURED ALONG THE WESTERLY LINE THEREOF; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID LOT 39, A DISTANCE OF 7.02 FEET TO A MORTHWESTERLY CORNER OF LOT 39; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 39, P DISTANCE OF 100.96 FEET TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOTS 39 THROUGH 45 TAKEN IN CASE NO. 91L50348 DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST CORNER OF LOT 45 (N) STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION; THENCE ALONG THE MORTHWESTERLY LINE OF 66 FOOT WIDE RIGHT OF WAY OF LELA STREET SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST A DISCAUCE OF 10.00 FEET; THENCE ALONG A LINE PARALLEL TO AND 10.00 FEET DISTANT SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 100.00 FOOT WIDE RIGHT OF WAY OF HIGGINS ROAD AS RECORDED FER DOCUMENT NUMBER 19461522 NORTH 40 DEGREES 24 MINUTES 47 SECONDS WEST A DISTANCE OF 227.42 FELT THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF LANDMEIER ROAD AS RECORDED PER DOCUMENT NUMBER 19133687 A DISTANCE OF 55.08 FEET ALONG AN ARC OF A CIRCLE CONVEX TO THE NOITHLAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 21 DEGREES 02 MINUTES 22 SECONDS AND WHOSE CHORD OF 54.77 FEET BEARS SOUTH 50 DEGREES 55 MINUTES 58 SECONDS EAST; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD SOUTH 40 DEGREES 24 MINUTES 47 SECONDS CAST A DISTANCE OF 173.57 FEET TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOTS 47 THROUGH 49 IN STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION TAKEN IN CASE NO. 91150346 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH CORNER OF LOT 46 IN SAID STEELE'S HIGGINS AND YOUNY HIGHLAND SUBDIVISION; THENCE ALONG THE SOUTHWESTERLY LINE OF 100.00 FOOT WIDE RIGHT OF WAY OF HIGGINS ROAD AS RECORDED PER DOCUMENT THENCE SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST & DISTANCE OF 10.00 FRET; THENCE ALONG A LINE PARALLEL TO AND 10.00 FEET DISTANT SOUTHWESTERLY FROM SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD NORTH 40 DEGREES 24 MINUTES 47 SECCIPS WEST A DISTANCE OF 130.00 FEET; THENCE ALONG THE SOUTHEASTERLY LINE OF 66.00 FOOT WIDE RIGHT OF WAY OF LELA STREET NORTH 49 5 DEGREES 35 MINUTES 13 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING) IN STEELE'S HIGGINS AND TOUHY HIGHLANDS, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

LOT 7 IN GULLO INTERNATIONAL'S RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOT 1 IN GULLO INTERNATIONAL OFFICE AND INDUSTRIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCEPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT 88459427, IN COOK COUNTY, ILLINOIS

240 STANLEY, ECK (ROLE, IL. 6000)

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ELK GROVE VILLAGE, IL

PARKLE I 08-35-104-072-0000 PERMANENT INDEX NO.

SOUTHWEST CORNER TOUHY AND ESTES AVENUES, COMMONLY KNOWN AS:

ELK GROVE VILLAGE, IL

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COMMONLY KNOWN AS: LANDMEIER, HIGGINS, AND TOUHY ROADS, FLK GROVE VILLAGE, IL

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## UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 009401759 UL STREET ADDRESS: LOTS 2 & 6-DILLION

CITY: WOOD DALE COUNTY: DUPAGE

TAX NUMBER: 03-03-407-002-0000

### LEGAL DESCRIPTION:

LOTS 2 AND 6 IN O'HARE-THORNDALE CENTER FOR BUSINESS, A RESUBDIVISION OF LOTS 2 AND 3 IN CHARLES BOESCHE'S DIVISION, IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID O'HARE-THORNDALE CENTER FOR BUSINESS RECORDED NOVEMBER 15, 1984 AS DOCUMENT R84-92708, AND RESUBDIVISION PLAT RE-RECORDED OCTOBER 11, 1985 AS DOCUMENT R85-88148, IN DUPAGE COUNTY, ILLINOTS.

PERMANENT INDEX NUMBER 03-03-407-002, 03-10-209-002

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### 医骨柱线 医中耳氏原皮炎

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