

Prepared by [unclear] to [unclear] NBD Bank
[unclear] [unclear] [unclear]
Highland Park, Ill. 60034
Attn: Dennis Gallagher

UNOFFICIAL COPY

94471032

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:

DEPT-11 RECORD TOR \$41.00
T#0013 TRAN 2286 03/09/95 14:25:00
#4784 + AP * -95-158208
COOK COUNTY RECORDER

WHEREAS, 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 date herewith, 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 thereunto 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.

NOW, THEREFORE, Assignor, for good and valuable 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, performance 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 may 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.

BENIGN RE-RECORDED TO DELEG FROM TORRENS
(PAGE 1+3)

BOX 333-CTI

7492543

94471032

COOK COUNTY, ILLINOIS
CLERK OF RECORD

MAR 25 PM 12:23

H/O

94471032

95158208

UNOFFICIAL COPY

RECORDED

INDEXED

COOK COUNTY CLERK'S OFFICE

THIS DOCUMENT IS THE PROPERTY OF THE COOK COUNTY CLERK'S OFFICE AND IS LOANED TO YOU FOR YOUR INFORMATION ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE COOK COUNTY CLERK'S OFFICE.

WITNESSES: [Illegible text]

WITNESS: [Illegible text]

WITNESS: [Illegible text]

[Illegible text]

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

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 extent 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 holder 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

94771032

95158208

UNOFFICIAL COPY

COLLATERAL ASSIGNMENT OF LEASES AND RENTS
RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED March 1, 1994 UNDER TRUST NO. 2637-EG

3

This ASSIGNMENT OF RENTS is executed by NBD BANK, Successor Trustee to NBD Trust Company, not personally but as Trustee under Trust No. 2637-EG. It is expressly understood and agreed by the parties hereto, 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 Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said Trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues, or profits of or from said trust property. This instrument is executed by NBD BANK, 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 liability, if any, being expressly waived and released by the mortgagee or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holder's owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that NBD Bank, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, 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 materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or 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 costs, and litigation expenses.

NBD BANK, Successor Trustee to NBD Trust Company of Illinois, as Trustee under Trust No. 2637-EG and not individually

By Patricia A. Dunleavy
Assistant Trust Officer

ATTEST:
Annette N. Brusca
Trust Officer

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Patricia A. Dunleavy of NBD Bank, and Annette N. Brusca personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Ass't Trust Officer and Trust Officer, 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 Corporation, for the uses and purposes herein set forth, and the said Trust Officer did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of April A.D. 19 94

OFFICIAL SEAL
MARIA C. ARIAS
Notary Public, State of Illinois
My Commission Expires 12-21-95

Maria C. Arias
Notary Public

UNOFFICIAL COPY

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 Default 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 set 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 Assignee, 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 dated July 11, 1988
and known as Trust 2637-EG

By: _____

Title: _____

ATTEST:

Title: _____

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

UNOFFICIAL COPY

...and addressed to the lessee named in the lease. All rights of the lessor in the premises and the right to be performed by the lessee shall be subject to the provisions of this lease. The lessee shall be bound by the terms and conditions of any lease of real estate which may be made by the lessor or his assigns, in any part thereof, in addition and in lieu of any other lease or leases made by the lessor or his assigns, for not more than one year prior to the expiration of this lease of real estate. A lessee's default shall constitute a full satisfaction of this lease thereon.

...is authorized for so long as the lessor or his assigns shall see fit to lease, leasehold, mortgage, and any other interest in the premises described in the lease to any person or persons, and the same shall be subject to the provisions of any lease, leasehold, mortgage, and any other interest in the premises described in the lease. The lessor shall be bound by the terms and conditions of any lease of real estate which may be made by the lessor or his assigns, in any part thereof, in addition and in lieu of any other lease or leases made by the lessor or his assigns, for not more than one year prior to the expiration of this lease of real estate.

...and the lessor shall be bound by the terms and conditions of any lease of real estate which may be made by the lessor or his assigns, in any part thereof, in addition and in lieu of any other lease or leases made by the lessor or his assigns, for not more than one year prior to the expiration of this lease of real estate. The lessor shall be bound by the terms and conditions of any lease of real estate which may be made by the lessor or his assigns, in any part thereof, in addition and in lieu of any other lease or leases made by the lessor or his assigns, for not more than one year prior to the expiration of this lease of real estate.

...and the lessor shall be bound by the terms and conditions of any lease of real estate which may be made by the lessor or his assigns, in any part thereof, in addition and in lieu of any other lease or leases made by the lessor or his assigns, for not more than one year prior to the expiration of this lease of real estate.

THE BANK
Trust Agreement dated July 11, 1988
L.S. 88-1000

Notary Public
State of Illinois
My Comm. Expires _____

Chicago, Illinois

24306

UNOFFICIAL COPY

0 0 0 9 4 0 1 7 1 0 3 1 0

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid. DO
HEREBY CERTIFY that _____, President of NBD
BANK, and _____, Secretary of said NBD BANK,
personally known to me to be the same persons whose names are subscribed to the foregoing
instrument and 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 _____, 1994.

FROM HEREON, THE ORIGINAL INSTRUMENT RESTRICTING
THE LIABILITY OF THE SIGNER IS ATTACHED
HEREIN IS HEREBY MADE A PART HEREOF.

Notary Public

(Notary
Seal)

94171032

95158209

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

IN SENATE, January 10, 1901.

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 1, 1900.

ALBION B. HARRIS, Governor.

WILLIAM B. HARRIS, Secretary.

CHAS. W. HARRIS, Treasurer.

WILLIAM B. HARRIS, Auditor.

WILLIAM B. HARRIS, Surveyor.

WILLIAM B. HARRIS, Assessor.

WILLIAM B. HARRIS, Collector.

WILLIAM B. HARRIS, Registrar.

WILLIAM B. HARRIS, Clerk.

WILLIAM B. HARRIS, Stenographer.

WILLIAM B. HARRIS, Messenger.

WILLIAM B. HARRIS, Janitor.

WILLIAM B. HARRIS, Watchman.

WILLIAM B. HARRIS, Cook.

WILLIAM B. HARRIS, Baker.

WILLIAM B. HARRIS, Butcher.

WILLIAM B. HARRIS, Grocer.

WILLIAM B. HARRIS, Druggist.

WILLIAM B. HARRIS, Physician.

WILLIAM B. HARRIS, Lawyer.

WILLIAM B. HARRIS, Engineer.

WILLIAM B. HARRIS, Architect.

WILLIAM B. HARRIS, Surveyor.

WILLIAM B. HARRIS, Assessor.

WILLIAM B. HARRIS, Collector.

WILLIAM B. HARRIS, Registrar.

WILLIAM B. HARRIS, Clerk.

WILLIAM B. HARRIS, Stenographer.

WILLIAM B. HARRIS, Messenger.

WILLIAM B. HARRIS, Janitor.

WILLIAM B. HARRIS, Watchman.

WILLIAM B. HARRIS, Cook.

WILLIAM B. HARRIS, Baker.

WILLIAM B. HARRIS, Butcher.

WILLIAM B. HARRIS, Grocer.

WILLIAM B. HARRIS, Druggist.

WILLIAM B. HARRIS, Physician.

WILLIAM B. HARRIS, Lawyer.

WILLIAM B. HARRIS, Engineer.

WILLIAM B. HARRIS, Architect.

WILLIAM B. HARRIS, Secretary.

WILLIAM B. HARRIS, Secretary.

WILLIAM B. HARRIS, Secretary.

WILLIAM B. HARRIS, Secretary.

RECORDED

RECORDED

Property of Cook County Clerk's Office



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:

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 CENTEX INDUSTRIAL PARK UNIT 250, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 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 TOUHY 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 SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER (HEREINAFTER DESCRIBED) LYING NORTH OF THE NORTH LINE 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, RANGE 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, 566.57 FEET, MORE OR LESS, TO THE 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 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHEASTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCEPTING 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

94471032



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, ACCORDING 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 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 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 THENCE 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 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 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 POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCEPTING 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), IN COOK COUNTY, ILLINOIS

PARCEL 4:

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 CORNER 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

94421032
95158208

UNOFFICIAL COPY



CLERK OF COOK COUNTY

OFFICE OF THE CLERK OF COOK COUNTY
110 NORTH LAUREL STREET
CHICAGO, ILLINOIS 60602
TEL: 312-744-2000

RECEIVED

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 20__.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE



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 NORTHWESTERLY CORNER OF LOT 39; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 39, A 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 (IN STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION; THENCE ALONG THE NORTHWESTERLY LINE OF 66 FOOT WIDE RIGHT OF WAY OF LELA STREET SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST A DISTANCE 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 PER DOCUMENT NUMBER 19461522 NORTH 40 DEGREES 24 MINUTES 47 SECONDS WEST A DISTANCE OF 227.42 FEET; THENCE ALONG 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 NORTHEAST 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 EAST A DISTANCE OF 173.57 FEET TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOTS 45 THROUGH 49 IN STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION TAKEN IN CASE NO. 91L50346 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH CORNER OF LOT 46 IN SAID STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION; THENCE ALONG THE SOUTHWESTERLY LINE OF 100.00 FOOT WIDE RIGHT OF WAY OF HIGGINS ROAD AS RECORDED PER DOCUMENT NUMBER 19461522 SOUTH 40 DEGREES 24 MINUTES 47 SECONDS EAST A DISTANCE OF 130.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST A DISTANCE OF 10.00 FEET; 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 SECONDS 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 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 PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT 88459427, IN COOK COUNTY, ILLINOIS

240 STANLEY, ELK GROVE, ILL. 60007
 PIN # 08-22-302-025

95158208

94171032

UNOFFICIAL COPY

COMMONLY KNOWN AS: NORTHEAST CORNER ROUTE 83 AND LUNT AVENUE
ELK GROVE VILLAGE, IL

PERMANENT INDEX NO. 08-35-104-072-0000 *As to Parcel 1*

COMMONLY KNOWN AS: SOUTHWEST CORNER TOUHY AND ESTES AVENUES,
ELK GROVE VILLAGE, IL

PERMANENT INDEX NO. 08-34-100-077-0000 *As to Parcel 2*

COMMONLY KNOWN AS: LELA STREET AND LUNT AVENUE
ELK GROVE VILLAGE, IL

PERMANENT INDEX NOS.: 08-26-403-015-0000; 08-26-405-001-0000;
08-26-405-002-0000; 08-26-405-003-0000; 08-26-405-004-0000;
08-26-405-005-0000; 08-26-405-006-0000; 08-26-405-007-0000;
08-26-405-008-0000; 08-26-405-009-0000; 08-26-405-010-0000;
As to Parcel 3 08-26-405-011-0000

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

PERMANENT INDEX NOS: . 08-26-405-012-0000; 08-26-405-013-0000;
08-26-405-014-0000; 08-26-405-015-0000;
08-26-405-016-0000; 08-26-405-017-0000;
08-26-406-001-0000; 08-26-406-002-0000;
As to Parcel 4 08-26-406-003-0000; 08-26-406-004-0000;
08-26-406-005-0000; 08-26-406-006-0000;
08-26-406-007-0000; 08-26-406-008-0000;
08-26-406-009-0000; 08-26-406-010-0000;
08-26-406-011-0000; 08-26-406-012-0000;
08-26-406-013-0000; 08-26-406-014-0000;
08-26-406-015-0000; 08-26-406-016-0000;
08-26-406-017-0000; 08-26-406-018-0000;
08-26-406-019-0000; 08-26-406-020-0000;

08-26-406-021-0000; 08-26-406-022-0000;
08-26-406-023-0000; 08-26-406-024-0000;
08-26-406-025-0000; 08-26-406-026-0000;
08-26-406-027-0000; 08-26-406-028-0000;
08-26-406-018-0000

95158208

9471032

UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

10000-100-001-00-00

10000-100-001-00-00

10000-100-001-00-00

10000-100-001-00-00

10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00

10000-100-001-00-00

10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00

10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00

10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00
10000-100-001-00-00

10000-100-001-00-00



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, ILLINOIS.

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

CKA DILLON DRIVE & WOODDALE, IL.

Property of Cook County Clerk's Office

9447103
95158208

UNOFFICIAL COPY



Property of Cook County Clerk's Office

95158208

COOK COUNTY CLERK'S OFFICE