

95229559

SATISFACTION OR RELEASE OF MECHANICS LIEN

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STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Pursuant to and in compliance with the Illinois statute relating to mechanics' liens, and for valuable consideration, receipt whereof is hereby acknowledged, the undersigned,

MASTER DECORATING CO. INC.

does hereby acknowledge satisfaction or release of the claim for lien against CRANE CONSTRUCTION CO. & H2O PLUS INC., H2O PLUS LIMITED PARTNERSHIP, CHICAGO, IL; AMERICAN NATIONAL BANK, LENDER

for EIGHT THOUSAND SIX HUNDRED NINETY TWO AND NO/100-----
\$ 8,692.00 Dollars, on the following described property, to-wit:

A/K/A: LOT 3 THRU 16 INCLUSIVE OF BLOCK 2 OF DUNCAN'S ADDITION TO CHICAGO IN THE EAST 1/2 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS.

which claim for lien was filed in the office of the recorder of deeds or the registrar of titles of COOK County, Illinois, as mechanics' lien document No. 95 099302

Permanent Real Estate Index Number(s): 17-17-208-001; 002; 005; 006; 007; 009; 010

Address(es) of property: 845 W. MADISON, CHICAGO, IL.

IN WITNESS WHEREOF, the undersigned has signed this instrument this 30th day of March, 1995.

MASTER DECORATING COMPANY INC.
(NAME OF SOLE OWNERSHIP, FIRM OR CORPORATION)

ATTEST:

Laverne Malenowski
Secretary

By [Signature]

By _____

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE CLAIM FOR LIEN WAS FILED.

BOX 333-CTI

This instrument was prepared by & Mail To Master Decorating
(Name and Address) 1500 Hicks Rd
Polly Meadows, IL 60008

File # 74-91-318 Sec 27

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STATE OF ILLINOIS

SS.

COUNTY OF

I, _____, a notary public in and for the county in the state aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal this _____ day of _____, 19____

NOTARY PUBLIC

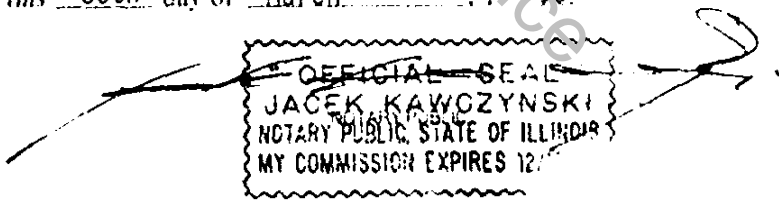
STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, _____ Jacek Kawczynski _____, a notary public in and for the county in the state aforesaid, do hereby certify that _____ Barbara Kawczynski _____, the _____ president of Master Decorating Co_n Inc. _____ Illinois _____ corporation, and _____ Barbara Kawczynski _____, the _____ secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as 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 Corporation, for the uses and purposes therein set forth; and the said _____ secretary then and there acknowledged that _____ he _____, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as said _____ secretary, as _____ 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 official seal this 30th day of March, 1995.



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limited to, pursuant to this Assignment (said guaranties, as may from time to time be extended, amended, modified, substituted, restated, renewed, confirmed and reaffirmed shall hereinafter be referred to as the "Guaranties").

1.03 This Assignment. Whereas, as security for the repayment of the Note, including, but not limited to, any and all extensions, amendments, modifications, substitutions, restatements and renewals of the Note, the payment and performance of the Guaranties, including, but not limited to, any and all extensions, amendments, modifications, substitutions, restatements, renewals, confirmations and reaffirmations of the Guaranties and payment and performance of all other indebtedness, obligations and liabilities of Assignor to Assignee, howsoever created, arising or evidenced and whether now existing or hereafter arising, including, but not limited to, under the Loan Agreement and any document entered pursuant to the Loan Agreement (all of the indebtedness, liabilities and obligations referenced in this Section 1.03 shall be collectively referred to as the "Obligations"), Assignor has agreed to execute and deliver to Assignee this Assignment (the "Assignment"). This Assignment is given as equal security for all of the Obligations without preference or priority of any part of the Obligations by reason of priority of time or of the negotiations thereof or otherwise.

II. ASSIGNMENT AND SECURITY

2.01 Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor grants, transfers, sets over and assigns to Assignee, Assignor's entire interest in and to any and all leases, subleases, and any agreements for the use or occupancy of the Premises (as hereinafter defined) (including all extensions and renewals thereof), now or hereafter existing (collectively, the "Leases"), and any and all rents, issues, deposits, income and profits, of and from that certain real estate located and more particularly described in Exhibit A, attached hereto and made a part hereof, and all buildings, structures and improvements now or hereafter erected thereon (collectively, the "Premises").

2.02 Security. This Assignment is given to secure:

- (a) Payment and performance by Assignor and Guarantors of the Obligations and observance and performance by Assignor and Guarantors of, each and every of the covenants, terms, conditions and agreements contained in the Note, the Guaranties, the Loan Agreement, this Assignment and the Documents (as defined in the Loan Agreement); and

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- (b) Reimbursement of Assignee for and of all costs, expenses and damages incurred or suffered by Assignee after the occurrence of an Event of Default under the provisions of this Assignment for or in respect of taking and retaining possession of the Premises; managing the Premises and collecting the rents, issues, income and profits thereof including, but not limited to, reasonable salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, and reasonable attorneys' fees; operating and maintaining the Premises, including, but not limited to, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance which Assignee may deem necessary; and making any reasonable alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary to preserve the security, together with interest thereon as provided herein; and
- (c) Reimbursement of Assignee for and of all sums with respect to which Assignee is indemnified pursuant to Paragraph 4.04 hereof, together with interest thereon as provided herein.

III. GENERAL AGREEMENTS

3.01. Representations and Warranties of Assignor.
Assignor represents and warrants to Assignee that:

- (a) This Assignment, as executed by Assignor, constitutes a legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
- (b) As to each of the Leases now existing:
- (i) such Lease is in full force and effect and is valid and enforceable according to its terms and the tenants(s) thereunder are duly bound thereby; and
- (ii) Assignor has completed its obligations to date under such Lease and is not now in default thereunder;

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- (c) Except as expressly advised otherwise by Assignor in writing on the date of execution of this Assignment and as to each of the Leases now existing:
- (i) there is now accruing and the tenant(s) under such Lease are now paying the full rent thereunder unless otherwise provided in the Lease;
 - (ii) the tenant(s) under such Lease do not now have any defenses or offsets to the payment of rent or other covenants or obligations undertaken by the tenant(s) thereunder;
 - (iii) the tenant(s) under such lease have not made, nor has Assignor accepted, any payments of rent more than 30 days in advance thereunder;
 - (iv) the tenant(s) under such Lease have performed all of their obligations to date under the terms thereof and are not now in default thereunder;
 - (v) no event has occurred and is continuing, and no condition exists which, after passing of time or giving of notice, or both, would constitute a default under such Lease by Assignor or, to the best knowledge of Assignor, the tenant(s) thereunder; and
 - (vi) Assignor has not waived, reduced, excused, discounted or otherwise discharged or compromised any obligation, including, but not limited to, the obligation to pay rent, under such Lease:
- (d) Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder which is now outstanding or enforceable, or entered into any agreement to subordinate any of the Leases, or Assignor's right to receive any of the

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rents, issues, income or profits assigned hereunder which is now outstanding or enforceable; and

- (e) Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation.

3.02. Covenants of Assignor. Assignor covenants and agrees that, so long as this Assignment shall be in effect:

- (a) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by Assignor, and shall not do or suffer to be done anything to materially impair the security thereof (i) to release the liability of any tenant thereunder, or (ii) to permit any tenant thereunder to withhold the payment of rent or to make monetary advances and offset the same against future rentals, or (iii) to permit any tenant thereunder to claim a total or partial eviction, or (iv) to permit any tenant thereunder to terminate or cancel any Lease, unless Assignor obtains a replacement tenant in accordance with Section 3.02(e) of this Assignment;
- (b) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than 30 days in advance of the time when the same shall become due except for security or similar deposits;
- (c) Assignor shall not hereafter make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder without the prior written consent of Assignee;
- (d) Assignor shall not hereafter agree to subordinate any of the Leases or its right to receive any of the rents, issues, income or profits assigned hereunder to any mortgage or other encumbrance now or hereafter affecting the Premises;
- (e) Assignor shall not, except either (i) with the prior written consent of Assignee, or

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- (ii) for arms-length transactions entered into upon fair market terms, agree, enter into or consent to any new lease, or any extension, modification, assignment, cancellation or termination of any then existing lease or sublease or occupancy agreement affecting the Property;
- (f) Assignor shall not alter, modify or change the terms of any guaranty of any lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;
- (g) Assignor shall not waive or excuse the obligation to pay rent under any Lease if such waiver or excuse is not consistent with good business and property management practices;
- (h) Assignor shall enforce the Lease and all rights and remedies of Assignor thereunder in case of default thereunder by any tenant if consistent with good business and property management practices;
- (i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Assignor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including attorneys' fees, in any such action or proceeding in which Assignee may appear;
- (j) Assignor shall give prompt notice to Assignee of any notice of default on the part of Assignor with respect to any Lease received from any tenant or guarantor thereunder; and
- (k) Assignor shall enforce the observance and performance of each and every covenant, term, condition and agreement contained in each and every Lease to be observed and performed by the tenant(s) thereunder if consistent with good business and property management practices.

3.03. Rights Prior to Default. So long as Assignor is not in default hereunder, Assignor shall have the right to collect at

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the time, but not more than 30 days in advance of the date provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

IV. DEFAULTS AND REMEDIES

4.01 Events of Default. Each of the following shall constitute an "Event of Default" for purposes of this Assignment:

- (a) Assignor or Guarantors shall default in the payment when due of any amount due and owing to Assignee under the Guaranties and/or the Note; or
- (b) Except for the default set forth in clause (a) above, default (and continuance thereof for 5 days after written notice thereof to Assignor by Assignee) in the payment of any amount due and owing by Assignor pursuant to this Assignment; or
- (c) Any representation or warranty made by Assignor in this Assignment shall at any time prove to have been incorrect in any material respect when made; or
- (d) Assignor shall default in the performance or observance of any term, covenant, condition or agreement to be performed by Assignor under this Assignment (not constituting an Event of Default under any other clause of this Section 4.01) and such default shall continue unremedied for 5 days after written notice thereof shall have been given by Assignee to Assignor; or
- (e) Any Default or Event of Default (howsoever such terms are defined) under the Loan Agreement, the Note, the Guaranties or any of the Documents (as defined in the Loan Agreement) shall occur.

4.02. Rights and Remedies upon Default. At any time upon or following the occurrence of any one or more Events of Default under this Assignment, Assignee may, at its option and without any obligation to do so, without in any way waiving such Event or Events of Default, without notice or demand on Assignor, without regard to the adequacy of the security for the obligations

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secured hereby and without releasing Assignor from any obligation hereunder:

- (a) Declare all the Obligations, including, but not limited to, the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon and/or the Guaranties, immediately due and payable;
- (b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto and thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;
- (c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all Assignor's rights therein and thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee, provided that any action taken by Assignee under this paragraph shall not result in

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additional liability of Assignor to third parties;

- (d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the "Default Rate" as defined in the Note which evidences the loans, and shall be secured by this Assignment; and
- (e) Exercise all other rights and remedies of Assignee pursuant to this Assignment and under applicable law.

All rights and remedies of Assignee pursuant to this Assignment shall be and are severable and cumulative.

4.03. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default under this Assignment shall be applied as follows:

- (a) First, to reimbursement of Assignee for and of all expenses of taking and retaining possession of the Premises; of managing the Premises and collecting the rents, issues, income and profits thereof, including, but not limited to, salaries, fees and wages of a managing agent and such other employees as Assignee may deem reasonably necessary and proper, and reasonable attorneys' fees, or operating and maintaining the Premises, including, but not limited to, taxes, charges, claims, assessments, water rents, sewer rents, other liens and premiums for any insurance provided in the Mortgage; and of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem reasonably necessary and proper, with interest thereon at the Default Rate;
- (b) Second, to the reimbursement of Assignee for and of all sums expended by Assignee pursuant to Paragraph 4.02(d) hereof to make any payment or do any act required herein of Assignor, together with interest thereon as provided herein;

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- (c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indemnified pursuant to Paragraph 4.04 hereof, together with interest thereon as provided herein;
- (d) Fourth, to reimbursement of Assignee for and of all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under or secured by the Loan Agreement, the Mortgage (as defined in the Loan Agreement), the Guaranties or this Assignment, with interest therein as provided therein;
- (e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Obligations;
- (f) Sixth, to payment of the unpaid balance of the principal sum of the Obligations; and
- (g) Seventh, any balance remaining to Assignor, its successors and assigns.

4.04. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises following the occurrence of any one or more Events of Default under the provisions hereof or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of any one or more Events of Default under the provisions hereof unless such loss is caused by the willful misconduct or gross negligence of Assignee. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by Assignor, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease, except for Assignee's negligence. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and

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shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence (except gross negligence) in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger or to any of their property.

V. MISCELLANEOUS

5.01 Notices. Any notice that Assignee or Assignor may desire or be required to give to the other shall be in writing, personally delivered or sent by overnight courier to the intended recipient thereof at its address hereinabove set forth or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered 1 business days after being sent by overnight courier or on the day that such writing is delivered in person to an officer of Assignee or Assignor (as the case may be). Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Assignee by this Assignment is not required to be given.

5.02 Covenants Run with Land. All of the covenants of this Assignment shall run with the land constituting the Premises.

5.03 Governing Law. The validity and interpretation of this Assignment shall be governed and construed in accordance with the laws of the state in which the Property is located. To the extent that this Assignment may operate as a security agreement under the Uniform Commercial Code, Assignee shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein.

5.04 Severability. If any provision of this Assignment, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein.

5.05 Non-Waiver. Unless expressly provided in this Assignment to the contrary, no consent or waiver, express or implied, by Assignee to or of any breach or default by Assignor in the performance by Assignor of any obligations contained herein shall

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be deemed a consent to or waiver by Assignee of such performance in any other instance or any other obligations hereunder.

5.06 Headings. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

5.07 Grammar. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

5.08 Successors and Assigns. This Assignment and all provisions hereof shall be binding upon Assignor, and its successors, assigns legal representatives and all other persons or entities claiming under or through Assignor and the word "Assignor", when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Assignee," when used herein, shall include Assignee's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

5.09 Release. Assignee shall release this Assignment and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Assignment has been fully paid.

5.10 Fees and Expenses. Assignor shall pay all of the reasonable and necessary fees and expenses of Assignee with respect to the preparation of this Assignment, the Note and any other documents, instruments or agreements deemed necessary by Assignee in connection with this transaction, including, without limitation, reasonable attorneys' fees.

VI

EXCULPATION

6.01 Exculpation. This Assignment is executed by Assignor, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred and fixed in its as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on Assignor as Trustee as aforesaid, or on Assignor personally, to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability on Assignor, if any, being expressly waived by Assignee and by every

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person now or hereafter claiming any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Assignor as Trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) Guarantors, and their successors and assigns. So far as the Assignor as Trustee as aforesaid, and its successors, and the Assignor, personally, are concerned, Assignee and the holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided, or by action to enforce the personal liability of any guarantor or co-maker.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first above written.

Cole Taylor Bank, not individually, but solely as Trustee under that certain Trust Agreement dated March 15, 1995, and known as Trust Number 95-4018

By: 

Its: ASSISTANT VICE PRESIDENT

ATTEST:

By: 

Its: SR, LAND TRUST ADMINISTRATOR

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

Steven Bright, Esq.
Boehm, Pearlstein & Bright, Ltd.
33 North LaSalle Street
Chicago, Illinois 60602

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2025/01/09

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STREET ADDRESS: 600 LAKE COOK ROAD
CITY: BUFFALO COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 11, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOT 2 IN BUFFALO GROVE BUSINESS PARK UNIT 9, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1988 AS DOCUMENT 88504177 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 33 DEGREES, 37 MINUTES, 21 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 75.68 FEET TO AN INTERSECTION WITH A LINE 25.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH A SOUTH LINE OF SAID LOT 2, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33 DEGREES, 37 MINUTES, 21 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 29.99 FEET TO A SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES, 53 MINUTES, 54 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 2, 130.25 FEET TO A CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES, 23 MINUTES, 54 SECONDS EAST ALONG AN EAST LINE OF SAID LOT 2, 25.00 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 54 SECONDS WEST, 46.22 FEET TO THE EAST LINE OF THE EASEMENT FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSES IN SAID LOT 2; THENCE NORTH 00 DEGREES, 06 MINUTES, 06 SECONDS EAST ALONG SAID LAST DESCRIBED EAST LINE, 50.00 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 54 SECONDS EAST, 55.54 FEET; THENCE NORTH 00 DEGREES, 06 MINUTES, 06 SECONDS, EAST 7.50 FEET THENCE SOUTH 89 DEGREES, 53 MINUTES, 54 SECONDS EAST, 57.00 FEET THENCE SOUTH 00 DEGREES, 06 MINUTES, 06 SECONDS WEST, 7.50 FEET TO AN INTERSECTION WITH A LINE 25.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH A SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 53 MINUTES, 54 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE 40.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AFORESAID, TAKEN AS A SINGLE TRACT, FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES AS CREATED BY THE BUFFALO GROVE BUSINESS PARK UNIT 9 PLAT RECORDED AS DOCUMENT NO. 88504177, AND AS CREATED IN THAT PORTION OF THE INSTRUMENT RECORDED AS DOCUMENT 89576281, ENTITLED "BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT," OVER AND UPON THAT PART OF LOT 2 OF SAID PLAT, SHOWN WITHIN THE DOTTED LINES AND MARKED "EASEMENT NO. 4", AND AS CREATED BY THE BUFFALO GROVE BUSINESS PARK UNIT 10 PLAT RECORDED AS DOCUMENT 88504178, OVER AND UPON THAT PART OF LOT 1 OF SAID PLAT, SHOWN WITHIN THE DASHED LINES AND MARKED "EASEMENT NO. 2" (EXCEPTING THAT PART THEREOF FALLING IN PARCEL 2 AFORESAID), IN COOK COUNTY, ILLINOIS.

600 LAKE COOK RD BUFFALO GROVE, IL EXHIBIT A

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