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WHEN RECORDED MAIL TO:

Parkway Bank 951 Meacham Elk Grove Village, IL 60007

SEND TAX NOTICES TO:

The 911 Plum Grove Corporation 8827 W. Grand Ave. River Grove, IL. 50171

DEFT-01 RECORDING

\$37,00

- T\$0012 TRAN 1890 08/30/96 12:36:00
- \* \$4049 ± CG \*-96-667824
  - COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

CT&TT

This Assignment of Rents prepared by:

jım Cacloppo y51 Meacham Rd. Eik Grove Village, IL 60007

BOX 333-CTI

#### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED AUGUST 20, 1996, between The 911 Plum Grove Corporation, whose address is 8827 W. Grand Ave., River Grove, IL 60171 (referred to below as "Grantor"); and Parkway Bank, whose address is 951 Meacham, Elk Grove Village, IL 60007 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Lents from the following described Property located in Cook County, State of Illinois:

See Attached "Exhibit A"

The Real Property or its address is commonly known as 911 N. Plum Grove Rd., Schaumburg, IL 60173. The Real Property tax identification number is 07–14–200–074–1006, unit 24A; 07–14–200–074–007, Unit 24B...

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means The 911 Plum Grove Corporation.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent,

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### **UNOFFICIAL COPY**

ASSIGNMENT OF RENTS

Loan No 10

08-20-1996

(Continued)

liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as quarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means Parkway Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated August 20, 1996, in the original principal amount of \$525,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.250%.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR LINDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no deput under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE REN'TS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of air rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Property of Cook County Clark's Office

08-20-1996 Loan No 10

#### **ASSIGNMENT OF RENTS**

(Continued)

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Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid

FULL PERFORMANCE. It Crantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Crantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor in suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarity or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decrees or order of any court or auministrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy of (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph, shall be in addition to any other shall not be construed as curing the default so as to bar Lender from any remedies to that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebteriness.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covening or condition contained in this Assignment, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is talse or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Other Defaults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfelture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or

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08-20-1996 Loan No 10

#### ASSIGNMENT OF RENTS

(Continued)

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forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including aniounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtodness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to nigotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds to the demand existed. Lender may exercise its rights under this supparagraph either in person, by agent or through a receiver. supparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the rigit to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without opind if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after this Analyzament. its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable encourses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

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#### 08-20-1996 Loan No 10

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#### ASSIGNMENT OF RENTS

(Continued)

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Multiple Parties; Corporate Authority. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebted, ess

Time is of the Essence, Thre is of the essence in the performance of this Assignment.

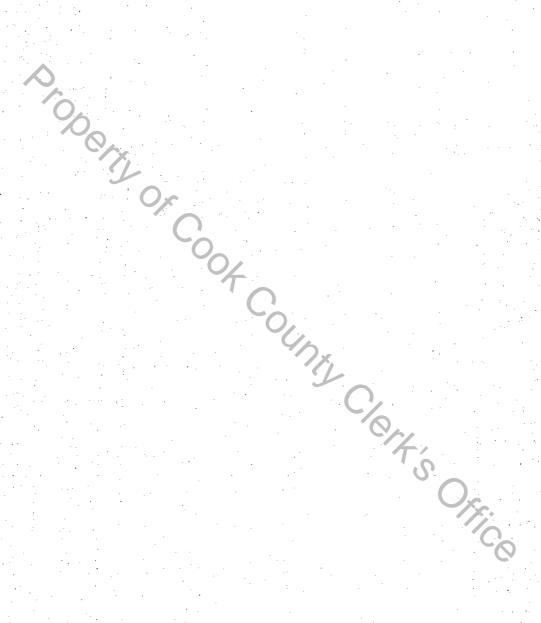
Waiver of Homestead Exeruption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER CHAUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON. EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR 117LY. TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS

Waivers and Consents. Lender shall not be use med to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall of erate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND PASO OFFICE GRANTOR AGREES TO ITS TERMS.

GRANTOR:	r	
The 911 Plum Grove Congr	ation	
By: Lance Cliody, President	My	
Ву:	Sarry	
Herb Pavey, Secretary	_	



08-20-1996 Loan No 10

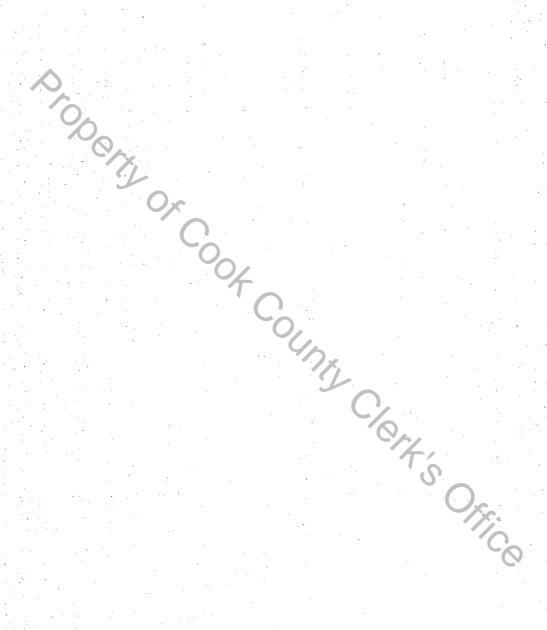
### ASSIGNMENT OF RENTS (Continued)

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#### CORPORATE ACKNOWLEDGMENT

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STATE OF FUNCIS	)	
	) ss	
COUNTY OF COCK	)	
On this 26 day of august, 19 16 appeared Lance Chody, President; and Herb Pavey, Section me to be authorized agents of the corporation that	retary of the 911 Pit	
Assignment to be the free and voluntary act and deed of its board of directors, for the uses and purposes the	of the corporation,	by authority of its Bylaws or by resolution
to execute this Assignment and in fact executed the A		
By Willyn h Johnnelle.	Residing at	
Notary Public in and for the State of [[LL]NOIS		OFFICIAL SEAL"
Hotaly rubily it and for the state of		CAROLYN L JOHANNESEN
My commission expires 2/15/17		NOTARY PUBLIC, STATE OF ILLINOIS \$
C		MY COMMISSION EXPIRES 2/19/97
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.22 (2) 19	996 CFI ProServices	, Inc. All rights reserved.
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#### SCHEDULE A

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

UNIT NUMBERS 24-A AND 24-B IN WOODFIELD LAKE OFFICE COURT-IV CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

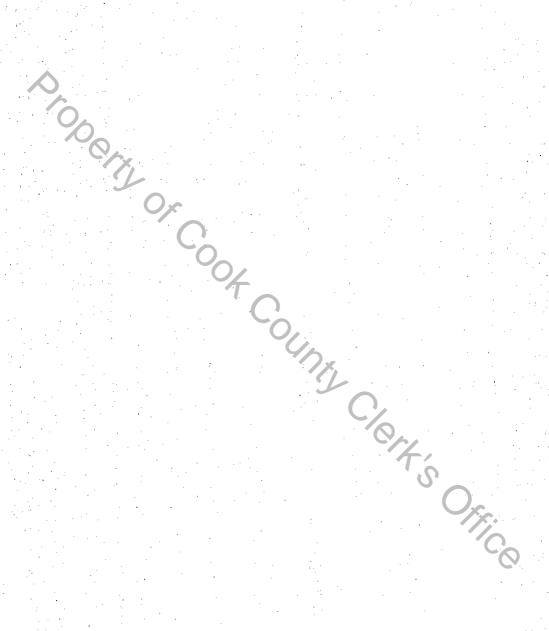
THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRI PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT TIL POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED ACCORDING DO COURT CASE NO. 68L13469 WITH THE WEST LINE OF SAID NORTHEAST 1/4; THENCE DUE SOUTH ALONG SAID WEST LINE OF THE NORTHEAST 1/4 A DISTANCE OF 530 FEET; THE CE NORTH 87 DEGREES, 19 MINUTES, 50 SECONDS EAST A DISTANCE OF 50.05 FEET TO A POINT ON THE EAST LINE OF PLUM GROVE ROAD AS DEDICATED BY DOCUMENT NO. 22935012, RECORDED DECEMBER 12, 1974; THENCE DUE SOUTH ALONG SAID EAST LINE OF PLUM GROVE ROAD A DISTANCE OF 430 FEET; THENCE DUE EAST A DISTANCE OF 264.55 FEET TO THE POST OF BEGINNING: THENCE DUE EAST A DISTANCE OF 120.46 FEET; THENCE NORTH 82 DEGREES, 02 MINUTES, 00 SECONDS EAST A DISTANCE OF 24.67 FEET; THENCE NORTH 84 DEGREES, 57 MINUTES, 52 SECONDS EAST A DISTANCE OF 350.26 FEET; THENCE SOUTH 45 DEGREES. 0) AUNUTES, 00 SECONDS EAST A DISTANCE OF 125 FEET; THENCE DUE SOUTH A DISTANCE OF (PJ 63 FEET TO A POINT ON A LINE 760 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 86 DEGREES, 03 MINUTES, 42 SECONDS WEST ALONG SAID LINE 760 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 357.54 FEET; THENCE NORTH 03 DEGREES, 56 MINUTES, 18 SECONDS WAST X DISTANCE OF 33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 30.82 FEET; THENCE NORTH 45 DEGREES, GO MINUTES, DO SECONDS WEST A DISTANCE OF 126.43 FEET; THENCE DUE NORTH A DISTANCE OF 34.07 FEET; THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 145.67 FEET TO THE POINT OF ERSINNING, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION MADE BY BANK OF RAVENSWOOD, A CORPORATION OF ILLINOIS, AS TRUSTEE UNLES TRUST AGREEMENT DATED MAY 1, 1985 AND KNOWN AS TRUST NUMBER 25-7087, RECOURSD OCTOBER 8, 1986 AS DOCUMENT 86453996 AND AMENDMENT RECORDED DECEMBER 10, 1985 AS DOCUMENT 86590600, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS;

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY EASEMENT AGREEMENT DATED MARCH 16, 1981 AND RECORDED MARCH 24, 1981 AS DOCUMENT 25815749, MADE BY AND BETWEEN EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1979 AND KNOWN AS TRUST NUMBER 35600, EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 14, 1980 AND KNOWN AS TRUST

(CONTINUED ON NEXT PAGE)



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#### SCHEDULE A (CONTINUED)

NUMBER 36713, AND LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGRSEMENT DATED MAY 31, 1979 AND KNOWN AS TRUST NUMBER 101043, FOR INGRESS AND EGRESS TO AND FROM PLUM GROVE ROAD OVER, UPON, ACROSS AND THROUGH THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERFENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD, AS DESCRIBED ACCORDING TO COURT CASE NUMBER 68L13469, WITH THE WEST LINE OF SAID NORTHEAST 1/4; THENCE DUE SOUTH ALONG SAID WEST LINE OF THE NORTHEAST 1/4 A DISTANCE OF 530 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST A DISTANCE OF 50.05 FEET TO A POINT ON THE EAST LINE OF PLUM GROVE ROAD, AS DEDICATED BY DOCUMENT 22935012 RECORDED DECEMBER 12, 1974: THENCE DUE SOUTH ALONG SAID EAST LINE OF PLUM GROVE ROAD A DISTANCE OF 402.1 FF. TO THE POINT OF BEGINNING; THENCE DUE EAST A DISTANCE OF 43 FEET; THENCE SOUTH 85 DEGREES OF MINUTES OF SECONDS EAST 165.22 FEET; THENCE DUE EAST 176.47 FEET; THENCE NORTY, 32 DEGREES ON MINUTES ON SECONDS EAST A DISTANCE OF 24.08 FEET; THENCE NORTH 84 DEGRECO 57 MINUTES 52 SECONDS EAST OF A DISTANCE OF 502.34 FEET; THENCE DUE EAST A DISTANCE OF 268.79 FEET; THENCE NORTH 45 DEGRESS 00 MINUTES 00 SECONDS EAST A DISTANCE OF 57.75 FEET; THENCE SOUTH 70 DEGREES 17 MINUTES 16 SECONDS EAST A DISTANCE OF 63.23 FEST; THENCE SOUTH 23 DEGREES 37 MINUTES 15 SECONDS EAST A DISTANCE 63 FEET; THENCE SUTTY 06 DEGREES 58 MINUTES 06 SECONDS WEST A DISTANCE OF 45.33 FEET; THENCE DUE WEST A DISTANCE OF 81 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTRICE OF 81.52 FEET; THENCE DUE WEST A DISTANCE OF 247.70 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 52 SECONDS WEST A DISTANCE OF 106.61 FEET; THENCE SOUTH 45 DETRIES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 96.79 FEET; THENCE DUE SOUTH A DISTANCE OF 189.26 FEET TO A POINT ON A LINE 760 FEET NORTH OF AND PARALLEL WITH THE SOUT! LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID LINE 760 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 25.06 FEET; THENCE DUE NORTH A DISTANCE OF 180.63 FEET; THENCE NORTH 45 LEGRIES OC MINUTES OO SECONDS WEST A DISTANCE OF 107.39 FEET; THENCE SOUTH 84 DEGREES 5 MINUTES 52 SECONDS WEST 361.23 FEET: THENCE SOUTH 82 DEGREES OO MINUTES OO SECONDS WEST A DISTANCE OF 25.27 FEET; THENCE DUE WEST A DISTANCE OF 385.94 FEET TO A POINT ON SAID EAST LINE OF PLUM GROVE ROAD; THENCE DUE NORTH ALONG SAID EAST LINE OF PLUM GROVE ROAD A DISTANCE OF 41.40 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF FILLING IN PARCEL 1 AFORESAID), IN COOK COUNTY, ILLINOIS;

#### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY EASEMENT AGREEMENT DATED AUGUST 1, 1986 AND RECORDED OCTOBER 8, 1986 AS DOCUMENT 86463594, MADE BY AND BETWEEN LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 22, 1981 AND KNOWN AS TRUST NUMBER 104006, AND BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1985 AND KNOWN AS TRUST NUMBER 25-7087, FOR PARKING MOTOR VEHICLES AND FOR INGRESS AND EGRESS OVER, UPON, ACROSS AND THROUGH THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 PEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED

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#### SCHEDULE A (CONTINUED)

ACCORDING TO COURT CASE NUMBER 68L13469 WITH THE WEST LINE OF SAID NORTHEAST 1/4; THENCE DUE SOUTH ALONG SAID WEST LINE OF THE NORTHEAST 1/4 A DISTANCE OF 530 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST A DISTANCE OF 50.05 FEET TO A POINT ON THE EAST LINE OF PLUM GROVE ROAD AS DEDICATED BY DOCUMENT NUMBER 22935012, RECORDED DECEMBER 12, 1974; THENCE DUE SOUTH ALONG SAID EAST LINE OF PLUM GROVE ROAD A DISTANCE OF 430 FEET; THENCE DUE EAST A DISTANCE OF 254.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 146.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 34.07 FEET; THENCE SOUTH 45 DEGREES CO MINUTES GO SECONDS EAST A DISTANCE OF 126.43 FEET; THENCE SOUTH 90 DEC. ENS 00 MINUTES 00 SECONDS EAST A DISTANCE OF 30.82 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 33.00 FEET TO A POINT ON A LINE 760 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 86 DEGREES 03 MINUTYS 12 SECONDS WEST ALONG SAID LINE 760 FEET NORTH OF AND PARALLEI, WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 137.02 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS WEST A DISTANCE OF 144.29 FEET; THENCE NORTH 21 DEGREES 09 MINUTES 47 SECONDS WIST A DISTANCE OF 28.78 FEET; THENCE NORTH 44 DEGREES 55 MINUTES 46 SECONDS WEST A DISTANCE OF 137.97 FEET; THENCE NORTH 90 DEGREES 00 MINUTES OU SECONDS EAST A DISTANCE OF 19.39 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART FALLING IN PARCEL 2 AFORESAID, IN COOK COUNTY, ILLINOIS.

