

# UNOFFICIAL COPY

98165090

RECORDATION REQUESTED BY:

CIB Bank  
101 N. Wolf Road  
P.O. Box 686  
Hillside, IL 60162

WHEN RECORDED MAIL TO:

CIB Bank  
101 N. Wolf Road  
P.O. Box 686  
Hillside, IL 60162

DEPT-01 RECORDINGS \$43.00  
T40012 TRAM 9430 03/05/98 11:06:00  
#7378 CIG #--94-1651390  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

43  
PA

This Assignment of Rents prepared by: CIB Bank - Gina M. LaRocco  
101 N. Wolf Road  
Hillside, Illinois 60162

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JANUARY 26, 1998, between NBD Bank, as Trustee/whose address is 503 East Kensington Road, Arlington Heights, IL 60004 (referred to below as "Grantor"); and CIB Bank, whose address is 101 N. Wolf Road, P.O. Box 686, Hillside, IL 60162 (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 Rents from the following described Property located in Cook County, State of Illinois:

See Exhibit "I" attached and made part of this document hereof.

The Real Property or its address is commonly known as Southwest corner of Landmeter & Higgins Roads, Elk Grove Village, IL 60007.

**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.

**Borrower.** The word "Borrower" means Robert S. Clementi, as Trustee for Giovanni Giulio Family Trust II, dated August 10, 1993, as Trustee.

**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 any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**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

BOX 333-CB

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**AGREEMENT AND RECITALS.** Except as otherwise provided in this Agreement or by any Registered Document, either party to this Agreement shall have the right to cancel this Agreement at any time upon notice given to the other party.

**CONCLUDING SUGGESTIONS AND RECOMMENDATIONS.** Further need not rest. But surely some day action of the following kind will be taken by the Legislature to remove the present difficulty. However, something like the suggestion of the Honorable Mr. John C. H. Smith, of the House of Representatives, will probably be the best. He has proposed that the Legislature pass a bill authorizing the State Auditor to make an investigation into the financial condition of the State, and to report his findings to the Legislature at its next session.

**ADMINISTRATIVE REPRESENTATIONS** (GRANT-AWARDMENT) (a) The Awardment is executed by Repudiation; (b) Grant-Awardment is due to the Repudiation of Award; (c) Grant-Awardment is due to the Repudiation of Award; (d) Grant-Awardment is due to the Repudiation of Award; (e) Grant-Awardment is due to the Repudiation of Award; (f) Grant-Awardment is due to the Repudiation of Award; (g) Grant-Awardment is due to the Repudiation of Award; (h) Grant-Awardment is due to the Repudiation of Award; (i) Grant-Awardment is due to the Repudiation of Award; (j) Grant-Awardment is due to the Repudiation of Award; (k) Grant-Awardment is due to the Repudiation of Award; (l) Grant-Awardment is due to the Repudiation of Award; (m) Grant-Awardment is due to the Repudiation of Award; (n) Grant-Awardment is due to the Repudiation of Award; (o) Grant-Awardment is due to the Repudiation of Award; (p) Grant-Awardment is due to the Repudiation of Award; (q) Grant-Awardment is due to the Repudiation of Award; (r) Grant-Awardment is due to the Repudiation of Award; (s) Grant-Awardment is due to the Repudiation of Award; (t) Grant-Awardment is due to the Repudiation of Award; (u) Grant-Awardment is due to the Repudiation of Award; (v) Grant-Awardment is due to the Repudiation of Award; (w) Grant-Awardment is due to the Repudiation of Award; (x) Grant-Awardment is due to the Repudiation of Award; (y) Grant-Awardment is due to the Repudiation of Award; (z) Grant-Awardment is due to the Repudiation of Award.

**GRANTOTON'S WEDDING.** Grantotons wedding set changes of dresses among the friends of any person who may marry another than himself.

Replies. The word "Terms" (Terms of Trade, Terms of Payment, Terms of Purchase, Terms of Sale, Terms of Settlement) refers to the conditions of sale and delivery of goods and services from the producer to the consumer.

**Mislabelled Documentaries.** The words "mislabelled documentaries" mean all those without which the title does not agree with the contents.

**Progression.** The word "Progress" means the road to progress, and all improvements (therefore, described above in the "Adaptation" section).

Under no circumstances will the interest sum on this assignment be more than the maximum rate allowed by applicable law.

Note. The word "Note" means the information may need to change significantly due to changes in the environment or added features of the assignment itself as per demands. The index value is a variable feature due to market conditions. The index currently is 8,500.

language. The word "Lambeth" means the City Bank, the successor bank and amalgamating.

To enforce the rulings of Gravity under the Assignment, together with interest on such amounts as provided in the Assignment, Specie, without limitation, the Assignee may sue in law or equity, under the laws of the State and Federal Government, to bring to the Assignee complete relief in the nature of the State and Federal Government.

(Part Two)

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01-25-1226

## ASSIGNMENT OF RENTS (Continued)

Page 3

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

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, liens, 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 in 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 charges, 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.

**Rent 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 and Borrower'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.** If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a 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 Borrower, whether voluntarily 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 Borrower'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, decree or order of any court or administrative 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 Borrower), this 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

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CHIEF REFERENDARIES. Under such heading of other figures and personalities provided in this Assignment as the NGOs or  
CIVIL SOCIETY. The following table gives the names of the referendaries and their addresses.

anywhere in Possessions. Later, when I was in San Juan to see what had been done there in connection with the Protests, with the power to protest and protest any action taken by the Governor or the Legislature of the Commonwealth of Puerto Rico.

unlawful, under circumstances, deemed most heinous.  
ARTICLES AND REMEDIES OF DEFALCATION. Upon the occurrence of any breach of trust and at any time thereafter,  
unless many interests may be served by one or more of the following rights and remedies, in addition to any other rights or  
remedies granted by law:

For example, *Fotofax*, *etc.* *Cisco*, *Autodesk* or *Siemens* of *any* other *third party* *intellectual property rights* *including* *any* *copyrights*, *patents*, *trademarks*, *service marks*, *trade names*, *logos*, *domain names*, *rights in designs*, *rights in trade secrets*, *rights in know-how* *and* *any other rights* *subsisting* *in* *any* *territory* *or* *place* *where* *the* *Software* *is* *used*, *are* *not* *granted* *to* *you*. *However*, *you* *have* *the* *right* *to* *use* *the* *Software* *in* *any* *territory* *or* *place* *where* *the* *Software* *is* *used*, *for* *any* *purpose* *not* *contrary* *to* *the* *law* *of* *such* *territory* *or* *place*.

Other Definitions. Section A creates a situation whereby we, any party, obligee, obligator, government, or condition contained in any other agreement between claimant or defendant and claimant, may mean, as follows:

**DETAILED**, EACH OF THE BODIES, OF THE UPDRAFT OF LANDER, WHICH CONSTITUTE AN ELEMENT OF DIFFUSION (ELEMNT OF DEFAUX)

10. The degree of participation in the labour market by women, with (a) the availability of demand, (b) the degree of participation in the labour market by men and (c) the availability of demand.

**ASSIGNMENT OF RENTS  
(Continued)**

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## ASSIGNMENT OF RENTS (Continued)

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Under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise his 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 expenses 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 foreclosure reports), surveys, reports, and appraisal fees, and title insurance, to the extent permitted by applicable law, but Lender shall 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.

**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 Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waiver of Homestead Exemption.** 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 OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

**Waivers and Consents.** Lender shall not be deemed 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 operate 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 or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower'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'S LIABILITY.** This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any

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U.S. PAT. & TM. OFF. VEN. 3,309 (C) 1984 CFI SERVICES, INC. U.S. TRADE MARKS REGD.

Any subsequent action

against Plaintiff by any other than the State of

by

expressed the understanding on behalf of the corporation  
that he would do all in his power to authorize it to enslave this Amendment and in 1861  
the corporation, by authority of the Board of Directors, for the use and purpose  
proposed and subsequently to have and voluntary act and deed of  
spared the Third Quarter, of N.Y.C. Bank, and known to me to be an authorized agent of the Corporation, that  
on the day of 19 , before me, the undersigned Notary Public, personally

COUNTY OF

STATE OF

## CORPORATE ACKNOWLEDGMENT

THESE DATES, above-mentioned, sign

RECEIVED IN THE CITY LIBRARY NEW YORK

ANY LIBRARY OF ANY BANK ATTACHED

INDEMNIFICATION PROVISIONS OF THIS AGREEMENT

N.Y.C. BANK

SATURDAY:

CHARTER AGREES TO ITS TERMS,

CHARTER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND

CHARTER,

(Combined)

## ASSIGNMENT OF RENTS

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED January 25, 1996, UNDER TRUST NO. 2637-EG.

This ASSIGNMENT OF RENTS is executed by NBG BANK, Successor Trustee to NBG Trust Company of Illinois, 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 provisions, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustees, nor as any admission that said Trustees 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 NBG Bank, Successor Trustee to NBG Trust Company of Illinois, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be asserted 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 obligor or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, 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 NBG Bank, Successor Trustee to NBG Trust Company of Illinois, 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 NBG Bank, successor trustee to NBG Trust Company of Illinois, 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, near 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.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

ATTEST:

*Amélie M. Brusca*  
Assistant Vice President

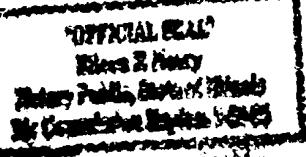
STATE OF ILLINOIS  
COUNTY OF Cook

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

By: *Amélie M. Brusca*  
Assistant Vice President

I, Eileen E. Neary, a Notary Public in and for said County in the State aforesaid, do hereby certify that Amélie M. Brusca, Assistant Vice President of NBG Bank, and Wayne H. Coble, Jr., Assistant Vice President personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Vice President, 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 Assistant Vice President and 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 22nd day of February A.D. 1996.



F. H. F.  
Notary Public

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## EXHIBIT "1"

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 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. 91LS0348 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 56 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 46 THROUGH 49 IN STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION TAKEN IN CASE NO. 91LS0346 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

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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.

LOTS 74 TO 34 BOTH INCLUSIVE (EXCEPT THE NORTHWESTERLY 7 FEET OF SAID LOT 8, CONVEYED TO THE 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)

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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), D'STANT 9.22 FEET SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE SCUTH 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) 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 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

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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.

Property Address: Southwest corner of Landmeier and Higgins Roads, Elk Grove Village, Illinois 60007

P.I. #85-26-405-013-0000	08-26-405-014-0000	08-26-405-015-0000
85-26-405-016-0000	85-26-405-017-0000	08-26-405-018-0000
85-26-406-001-0000	85-26-406-002-0000	08-26-406-003-0000
85-26-406-004-0000	85-26-406-005-0000	85-26-406-006-0000
08-26-406-007-0000	08-26-406-008-0000	85-26-406-009-0000
08-26-406-010-0000	08-26-406-011-0000	85-26-406-012-0000
08-26-406-013-0000	08-26-406-014-0000	08-26-405-012-0000
08-26-406-015-0000	08-26-406-016-0000	08-26-406-017-0000
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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
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