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. DEPT-01 RECORDING \$47.00  
. T#0012 TRAM 5742 07/02/97 12:20:00  
. #3225 # ER \*-97-478723  
. COOK COUNTY RECORDER

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CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

from

LASALLE NATIONAL BANK,  
a national banking association, as Trustee under a  
Trust Agreement dated May 15, 1972, and  
known as Trust No. 44143

and

NILES PROPERTIES,  
an Illinois limited partnership

to

THE NORTHERN TRUST COMPANY,  
an Illinois banking corporation

Dated as of June 1, 1997

Permanent Tax Index Numbers:

See attached Exhibit A

Address of Premises:

Southeast Corner of  
Milwaukee Avenue and  
and Golf Road  
Niles, Illinois

This Instrument Prepared By and  
to be Returned After Recording to:

Alvin L. Kruse  
Elizabeth Pfeiler Strand  
Seyfarth, Shaw, Fairweather &  
Geraldson  
Suite 4200  
55 East Monroe Street  
Chicago, Illinois 60603

BOX 333-CTI

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## CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated May 15, 1972, and known as Trust No. 44143, and not personally (the "Mortgagor"), in order to secure an indebtedness to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Mortgagee"), executed a Construction Loan Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to the Mortgagee the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and the Construction Loan Mortgage Note of the Mortgagor and Niles Properties, an Illinois limited partnership (the "Beneficiary"), of even date herewith secured by the Mortgage; and

WHEREAS, the Beneficiary is the sole beneficiary under the Trust Agreement by which the Mortgagor was created;

NOW, THEREFORE, in order to induce the Mortgagee to make the loan secured by the Mortgage, the Mortgagor and the Beneficiary do hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, including, but not limited to, the lease or leases described in Exhibit B attached hereto (the "Leases"); (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to, the Leases; and (iii) any and all guarantees of the lessee's obligations under any of such leases and subleases and agreements. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the Premises, if any, including, without limitation the Leases, and not merely an assignment as additional security for the indebtedness described above.

The Mortgagor and the Beneficiary do hereby further covenant and agree as follows:

Section 1. Mortgagee as Agent. The Mortgagor and the Beneficiary do hereby jointly and severally irrevocably appoint the Mortgagee to be their agent for the management of the Premises, and do hereby authorize the Mortgagee to let and re-let

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the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of the Mortgagor or the Beneficiary as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagor or the Beneficiary might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

Section 2. Collection of Rents. The Mortgagor and the Beneficiary do hereby irrevocably authorize the Mortgagee in its own name to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagor or the Beneficiary to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagor, the Beneficiary and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagor and/or the Beneficiary to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment, including, without limitation, those rights and powers enumerated in Sections 1, 2 and 3 of this Assignment, until after default in the payment of principal of and/or interest on the indebtedness evidenced by the said Construction Loan Mortgage Note, or until after a default occurs under any document securing said indebtedness, in each case after

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the expiration of any applicable grace period, and the Mortgagor and the Beneficiary shall have a license to collect the rentals from the Premises in the absence of such a default and the expiration of any such grace period. Without limitation on any other remedies which the Mortgagee may be entitled to exercise in order to enforce this Assignment, the rights and powers of the Mortgagee under this Assignment may be exercised upon written notice by the Mortgagee to the Mortgagor and the Beneficiary and any one or more tenants under any lease or tenancy of the Premises or any portion thereof, and in order to enforce such rights and powers, it shall not be necessary for the Mortgagee to obtain possession of the Premises, or to institute any legal action or proceeding whatsoever, including, without limitation, any action to foreclose the Mortgage or to appoint a receiver for the Premises.

Section 6. Time of Essence. Time is of the essence of this Assignment and of each and every provision hereof.

Section 7. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 8. Giving of Notice. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or two business days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to the Mortgagor:

LaSalle National Bank  
Trust No. 44143  
135 South LaSalle Street  
Chicago, Illinois 60674

Attention: Land Trust Department

If to the Beneficiary:

Niles Properties  
c/o Joseph Freed and Associates, Inc.  
1400 South Wolf Road, Building 100  
Wheeling, Illinois 60090

If to the Mortgagee:

The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675

Attention: Commercial Real Estate  
Division

or to such party at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

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Section 9. Entire Agreement. This Assignment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Assignment, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 10. Modification, Waiver and Termination. This Assignment and each provision hereof may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the party sought to be bound by such modification, amendment, change, alteration, waiver, termination or discharge.

Section 11. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 12. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 13. Construction.

(a) The words "hereof," "herein," "hereunder," and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or that any matter is to be as estimated or determined by the Mortgagee, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate or determination or the like shall be made determined or given by the Mortgagee pursuant to a reasonable application of judgment in accordance with

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institutional lending practice and commercial custom in connection with major real estate loans.

(f) The Mortgagor, the Beneficiary and the Mortgagee, and their respective legal counsel, have participated in the drafting of this Assignment, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Assignment.

Section 14. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

Section 15. Waiver of Jury Trial. THE MORTGAGOR AND THE BENEFICIARY HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING RELATING TO THIS ASSIGNMENT.

Section 16. Execution by Mortgagor. This instrument is executed by LaSalle National Bank, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing contained in this instrument shall be construed as creating any monetary liability on LaSalle National Bank with respect to the performance of any warranty or covenant, either expressed or implied in this instrument, all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this Assignment or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness. LaSalle National Bank by its execution hereof on behalf of the Mortgagor represents and warrants that it possesses full power and authority to execute this instrument.

[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of June 1, 1997.

LASALLE NATIONAL BANK,  
not personally but solely as Trustee  
as aforesaid

attest:

Nancy Carlson  
Assistant Secretary

By

Title:

Joseph S. Lang  
SR. VICE PRESIDENT

NILES PROPERTIES

By Niles Properties, Inc.,  
General Partner

By

Title:

John Paul

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PREMISES

#### PARCEL 1:

THAT PART OF THE NORTH 1/2 OF SECTION 16, TOWNSHIP 61 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1,047.96 FEET, THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE 55.22 FEET TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE; SAID LINE IS DESCRIBED IN THAT CASE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN INSURANCE COMPANY - CONDEMNATION 8D '8' 9982 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 499.37 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 16, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET WEST, AS MEASURED ON THE SOUTH LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND 269.67 FEET NORTH, AS MEASURED ON THE WEST LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; SAID POINT BEING 560.0 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AS AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CATINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 16 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1,068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG SAID PARALLEL LINE 149.33 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 AND IN THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 39.62 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, A DISTANCE OF 137.72 FEET TO A POINT ON SAID LINE, 306.92 FEET EAST OF THE ABOVE POINT, 30.71 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE IN THE SOUTH LINE OF SAID FRITZ' RESUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.16 FEET TO A POINT ON A LINE 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT

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COMMISSIONERS DIVISION AS AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.36 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, SAID NORTHEASTERLY LINE BEING A LINE 33.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF SAID ROAD AS SHOWN ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 218.11 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, BEING ALSO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER SAID CONDEMNATION, 654.86 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, SAID POINT BEING 83.70 FEET NORTHEASTERLY OF THE CENTER LINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 337.31 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 4 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 94.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTHEASTERLY 700.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE THEREOF, IN COOK COUNTY, ILLINOIS.

ALSO

#### PARCEL 2:

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 208.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 16 SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 39.12 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH AS MEASURED ON THE WEST LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16 (SAID POINT BEING 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF AND ALSO EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY AND ALSO EXCEPT A TRACT OF LAND, BEING PART OF THE FOLLOWING DESCRIBED PARCEL:

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 208.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DRAWN NORTHWESTERLY FROM A

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POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND 263.67 FEET NORTH, AS MEASURED ON THE WEST LINE, OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS 313.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF, AND ALSO EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 2 DEGREES 22 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY 95.65 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 78.00 FEET; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST 127.33 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 09 SECONDS EAST 75.00 FEET; THENCE SOUTH 2 DEGREES 29 MINUTES 51 SECONDS WEST 127.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE SOUTH 467.6 FEET OF THE NORTH 512.6 FEET OF THE WEST 65.02 FEET (AS MEASURED ALONG THE NORTH LINE AND ALONG THE SOUTH LINE) OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1960 AS DOCUMENT 12593211 IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN EASEMENT AGREEMENT AND SECOND AMENDMENT TO LEASE RECORDED JUNE 15, 1973 AS DOCUMENT 22363445 OVER THE FOLLOWING DESCRIBED LAND:

(A) PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60610942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4, THENCE NORTHWESTWARD ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 100 FEET; THENCE NORTHEASTWARD, AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 30.70 FEET TO A POINT IN A LINE WHICH IS 100 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 306.52 FEET; THENCE SOUTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION FOR A DISTANCE OF 100.08 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.00 FEET TO THE POINT OF BEGINNING;

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18) PART OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BLOCK 4 WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 6010962, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4; THENCE SOUTHEASTWARD ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 99.43 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE WHICH IS 81 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 210.88 FEET; THENCE NORTHEASTWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION FOR A DISTANCE OF 81.06 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE POINT OF BEGINNING, FOR INGRESS AND EGRESS AND PARKING.

## PARCEL 5:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE CONSTRUCTION, OPERATION, REPLACEMENT AND MAINTENANCE OF AN UNDERGROUND EIGHT INCH SEWER LINE MADE BY AND BETWEEN LABALL'S NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 13, 1984 AND KNOWN AS TRUST NUMBER 31062, GOODYEAR TIRE AND RUBBER COMPANY, AN OHIO CORPORATION, FRANKL VISION CENTER INC., A TEXAS CORPORATION AND LABALL'S NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1973 AND KNOWN AS TRUST NUMBER 64143, RECORDED JUNE 14, 1983 AND KNOWN AS TRUST NUMBER 28641860, IN, UPON, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED LAND, TO WIT:

THAT PART OF THE NORTH 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AND A LINE WHICH IS 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE SOUTH 89 DEGREES, 56 MINUTES, 34 SECONDS EAST ALONG SAID PARALLEL LINE, 204.26 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES, 56 MINUTES, 34 SECONDS EAST ALONG SAID PARALLEL LINE, 10.01 FEET; THENCE NORTH 7 DEGREES, 31 MINUTES, 29 SECONDS EAST ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 181.04 FEET TO THE SOUTH LINE OF FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 AND IN THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH 89 DEGREES, 56 MINUTES, 36 SECONDS, WEST ALONG SAID SOUTH LINE OF SAID FRITZ'S SUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 10.01 FEET; THENCE SOUTH 7 DEGREES, 31 MINUTES, 29 SECONDS WEST, PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 181.14 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## Permanent Tax Index Nos.

09-14-200-048-0000	09-14-200-054-0000	09-14-200-056-0000
09-14-200-053-0000	09-14-200-055-0000	09-14-200-057-0000

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## EXHIBIT B

### SCHEDULE OF LEASES

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>PREMISES</u>
Niles Properties, an Illinois limited partnership	Jewel	08/10/73	Unit 1000 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Coomers, Inc.	10/01/94	Unit 1010 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	RKI	09/25/91	Unit 1050 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Jo-Ann Fabrics	11/19/89	Unit 1100 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Wicker Furniture	08/23/80	Unit 2000 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Christmas Chicago	10/14/96	Unit 2100 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Discovery Zone	03/19/93	Unit 2220 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	H & R Block-Storage Space	12/27/96	Unit 2230 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Powerhouse Gym	12/03/95	Unit 2240 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Service Merchandise	11/04/76	Unit 2300 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Hair Cuttery	12/29/96	Unit 2310 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	The Men's Warehouse	11/01/96	Unit 2340 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Wendy's	06/20/79	Unit 6000 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	Office Depot	04/17/93	Unit 9500 in Four Flaggs Shopping Center, Niles, Illinois

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<u>Lessor</u>	<u>Lessee</u>	<u>Date of Lease</u>	<u>Premises</u>
Niles Properties, an Illinois limited partnership	Cabinet Connection	01/03/97	Unit 9530 in Four Flaggs Shopping Center, Niles, Illinois
Niles Properties, an Illinois limited partnership	H & R Block	12/02/88	Unit 9535 in Four Flaggs Shopping Center, Niles, Illinois

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