RECORDATION REQUESTED BY:

Harris Bank Arlington-Meadows 3250 Kirchoff Road Rolling Meadows, IL 50008

WHEN RECORDED MAIL TO:

Harris Bank Arlington-Meadows 3250 Kirchoff Road Rolling Meadows, iL 60008 97500639

DEPT-01 RECORDING

\$37.00

. T00012 TRAN 5905 07/11/97 11:54:00

\$8111 + CG #-97-500639

COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

7678797

Harris Bank Arlington-Meadows 3250 Kirchoff Road

Rolling Meadows, IL 60008

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JULY 10, 997, between Frederick D. Weisaberg, whose address is 1701 Baltimore Drive, Eik Grove Village, IL 60007 (referred to below as "Grantor"); and Harris Bank Arlington-Meadows, whose address is 3250 Kirchoff Road, Rolling Meadows, IL 60008 (referred to below as "Lander").

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 attached Exhibit "A"

The Real Property or its address is commonly known as 911 West Higgins Road, Schaumburg, IL 60195. The Real Property tax identification number is 07-09-301-023-0000.

**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 Frederick D. Weissberg.

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

(Continued)

liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor 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 Harris Bank Arlington-Meadows, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated July 10, 1997, in the original principal amount of \$660,000.00 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 a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate equal to the index, resulting in an initial rate of 8.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

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

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

Related Documents. The yords "Related Documents" mean and include without limitation all promissory notes, credit agreements, ioan 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 tents, 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 UNDEP 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 default under this Assignment, Grantor may remain in possession and control of and operate and manago 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 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, Icans, 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 Tenanta. 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 coats 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

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Property of Cook County Clerk's Office

## 07~10-1997 Loan No

# UNOFFICIAL COPY ASSIGNMENT OF RENTS

(Continued)

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.

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 AENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and conder 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 Granter peys 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 evidenting 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 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 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, decree or order of any court or administrative tody 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 inche 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 Crantor 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 or (ii) the maturity. This Assignment also (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 rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it charvise 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. Fallure of Grantor to make any payment when due on the Indebtedness.

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

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Assignment or 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 false 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.

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ASSIGNMENT OF RENTS

(Continued)

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Death or insolvency. The death of Grantor or 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, Forfeiture, 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 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 Granter's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

insecurity. Londor reasonably dooms itself insecure.

Right to Cure. If suc', a fallure 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 lifteen (15) drys; or (b) if the cure requires more than lifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance sets soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Open 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 navi) the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment panalty which Grantor would be

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unoald, and apply the net proceeds, over and above Lender's costs, against the indetedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. "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 negotiate the same and collect the proceeds. Payments by tenants or other users to Lender and to negotiate 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 for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Martgages in Passession. Lender shall have the right to be placed a mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, which he power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to chief the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond 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 parson from serving as a

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

Walver; Election of Remedies. A walver by any party of a breach of a provision of this Assignment shall not constitute a walver 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 expanditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise 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' less 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' less and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankrupicy anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including toreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by 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:

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(Continued)

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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

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 to the articles and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Acaigns. 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 irrelations 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.

Walvers 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 incorprovision 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 transctions. 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.

ATh. CORRECTION GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GHANTOR AGREES TO ITS TERMS.

GRANTOR:

Property of Coot County Clert's Office

(Continued)

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## INDIVIDUAL ACKNOWLEDGMENT

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STATE OF ILLINOIS	)
COUNTY OF COOK	) 88 )
known to be the individual described in and who execu	Dilic, personally appeared Frederick D. Welssberg, to medited the Assignment of Rents, and ricknowledged that he or oluntary act and deed, for the uses and purposes therein day of Tuky, 1977.  Residing at 1660 CRPPNHFR-DOWS  OFFICIAL SEAL  MARY K LOSS  MY COMMISSION EXHRES:06/19/01
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (a) 199	OF CFI ProServices, Inc. All rights reserved.

Property of Coot County Clert's Office

Principal \$660,000.00	Loan Date Muturity 07-10-1997 07-20-1998	Loan: No	Call Colleteral	Account	Officer Initials
Betweenes in I	ho shadod arou aro lai Landor's Ut	ie only and do not ill	nit the applicability of this	document to any particular	r loan or item.

Borrower:

1

Fraderick Weinsberg 1701 Ballimore Orlye Elk Grove Village, IL 60007

Lender: Harris Bank Arlington-Meadows

1250 Kirchoff Road

Holling Meadows, IL 60008

### PARCEL L:

LOT 1 IN T AND G COMMINCIAL, UNIT NO. 1, BEING A RESULDIVISION OF LOT 3 IN T AND D COMMERCIAL, UNIT NO. 1. ORING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP II NORTH, RANGE TO EAST OF THE THIRD PRINCIPAL HERIDIAN, IN THE PILLAGE OF SCHAUMSORD, TH COOK COUNTY, TELINOIS EXCHIPTING THAT PART THEREOF CARCTARD AS FOLLOWS::

TEAS BIFF DROJA CHANKTOOF THEM? : TO CLAS OF REALFOOT TEASHTRON BHT TA OPLINITURE LINE OF EAST COT 1, SOUTH 1 DEGREES GO MEMUTES IS SECTIONS RAST, A DISTANCE OF THE DROLL PRAYERS SOMERY IS TOO GEAR OF REMINDE THE OF THEY BE LEET SCOTH LINE OF SAID LOT 1. SOUTH SE DEGREES SO MEROTES AS SECCHES WEST, A DESTANCE OF 164.71 PERT: THILITE HORTHWARD ALONG A LINE OF SAID LOT 1, HORTH OF DEGREES 40 MINUTES 14 SECONDS CAST A SISTANCE OF 199.18 FIET TO A POINT ON THE MONTHERLY LINE OF SAID LOT 1, BYING THE SOUTHERLY RIGHT OF MAY LINE OF HIGGING ROAD! THENCE EASTWARD ALONG THE TAIR MORTHERLY LINE, SOUTH TO DEGRUES 35 MINOTES 46 SECONDS EAST, A DESTANCE OF LIS. T PET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLIN019

## PARCEL 1:

EASEMENT FOR THE BEHAVIT OF PARCEL I FOR ENGRESS AND LIBERS AS ASSERVED IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTON UNDER TRUST ACRESMENT DATED SEPTIMBER 1, DIENG HOLTARUUKOO CELLAR RATCHE MADER 11010 TO 10101 HAMER TRUET DA HUGHY DIE 11010 ADQUST 18, 1972 AND RECORDED AUGUST 15, 1977 AS DOCUMENT 22018694 OVER THE FOLLOWING DESCRIBED AREA TO WIT:

TRINKTUCE BUT TO 1/1 TRAE DRI TO BELL TERW BAR TA HOLLDERITHE BUT TA DRICKENCO 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 WITH THE SCUTHERLY MIGHT-OF-WAY LINE OF HIDDING ROAD; THENCE SOUTHWANTERLY ALONG SAID ST THERLY RIGHT-OF-WAY LINE OF REGIENE ROAD A QUETTHER OF 210 FENT TO A POINT OF BENJAMING: THENCE SOUTHERLY ALONG A LINE PARALLHI WITH THE WEST LINE OF THE EAST 1/1 C/ THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 MORTH, RANGE 10 A DISTANCE OF 115.00 PERM THENCE EASTERLY ALONG A LINE PERPENNICULAR TO THE LAST STEERISED COURSE A DISTRICE AT 100 PERT: THENCE HURTHERLY ALONG A LINE REPPENDIQUES TO THE LAST DESCRIPTO COORDER AND ALONG SAIR WEST LINE OF LOT 1, A DISTANCE OF 35.00 FEET; THENCE WESTLAIN ALONG A LINE PERPENDICULAR TO THE LAST OSSCRIBED COURSE, A DISTANCE OF ST PERT CHENCE MORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PAPALLEL WITH THE WEST LINE OF THE EAST L/2 OF THE SOUTHWEST L/1 OF SECTION 9, TORNSOLT 11 HORIX, RANGE 10, A DISTANCE OF ST FRET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY THE OF HEQUING ROAD: THEHCE ROPTHWESTERLY ALORD THE STILL SOUTHERLY RIGHT-OF-HAY LINE OF HIDDING ROAD, A DISTANCE OF 45 FEET TO THE POLITY OF BEDINNING, IN COOK COURTY, ILLINOIS.

# 9750063

## **UNOFFICIAL COPY**

07-10-1997 Lorg No EXHIBIT "A" (Continued)

PARCEL 1:

EXAMENT FOR THE BEHEFIT OF PARCEL 1 FOR PLACEMENT, INSTALLATION, CONSTRUCTION, AND OPERATION OF A SIGN AS RESERVED IN CRED FROM LA SALLE NATIONAL BANK, AS TRUSTE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 11018 TO AMERICAN SOTORS SALES CORPORATION DATED AUGUST 16, 1977 AND RECORD ID AUGUST 15, 1971 AS DOCUMENT 12020636 OVER THE FOLLOWING DESCRIBED AREA TO MITT.

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SALT 1/1 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGH 10 OF THE SQUTKERL' RIGHT-OF-MAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-MAY LINE OF HIGGINS ROAD; A DISTANCE OF 155 FRET TO A POINT OF SECTION 1, THENCE SOUTHWHST 1/4 OF SECTION 9, PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWHST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF 15.00 FRET; THENCE SOUTHEASTERLY ALONG A LINE PIRAFIEL WITH THE SOUTHERLY RIGHT-OF-MAY LINE OF HIGHINS ROAD A DISTANCE OF 25.00 FRET; THENCE HORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE RAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 TO A FOINT ON THE SOUTHWEST ALONG SAID.

SOUTHERLY RIGHT-OF-MAY LINE OF HIGGINS ROAD; THENCE NORTH-ESTERLY ALONG SAID.

SOUTHERLY RIGHT-OF-MAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FRET, TO THE POINT OF SECTIONING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

MON-EXCLUSIVE RIGHT OF MAY AND EASISTENT FOR THE SENEFIT OF PARCEL 1 AS GRANTED IN ORCHARATION OF EASIMENT MADE ST. AND SETHERN LA SALLE NATIONAL SAIM, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNS 7, LOT, AND KNOWN AS TRUST NUMBER 1995S AND O'MARK INTERNATIONAL SANK, A MATIONAL MANY, A ASSOCIATION, AS TRUSTER UNDER TRUST AGREEMENT DATED DECEMBER 15, 1971 AND KNOWN AS TRUST NUMBER 71 L 103 RECORDED JULY 24, 1973 AS DOCUMENT 19411912 FOR INGRESS AND EGREST OF IT THE FOLLOWING DESCRIBED AREA TO WIT:

EASEMENT 15 THET IN WIDTH AS DEPICTED ON E (HILLY A GY THE AFORESAID DECLARATION AS THE CROSS-HATCHED AREA.

PARCEL SI

EASEMENT 45 FERT IN HIDTH FOR THE BENEFIT OF PARCEL 1 AS GARNED IN DECLARATION OF EASEMHNY MADE BY AND BETWEEN CARALLE MATIONAL BANK, AS RUJIUS ONDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST MARKER 11018 AND CARBO INVESTMENT COMPANY. INC. DATED DECEMBER 17, 1971 AND RECORDED DECEMBER 28, 1971 AT POCCEMENT 21760760 FOR INGRESS AND RORESS OVER THE FOLLOWING DESCRIBED AREA TO WIT:

AN EASEMENT THAT LISS 11.5 FEST ON BOTH STORS OF THE FOLLOWING DESCRIED LINE, ALL IN THE EAST 1/3 OF THE SOUTHWEST 1/4 OF INCTION 9, TOWNSHIP 4% HORTH, MUNICE TO EAST OF THE THIRD PRINCIPAL EMPIDIAN

LYING SETMETH THE ROOTHGALY ALURT OF MAY LINE OF HIGGINS RHAD AND A LINE BEIND TO FRET HORTH AND PARALLEL WITH THE CENTER LINE OF GOLF ROAD; CONGRNOING AT THE SOUTHEAST CORNER OF SAID SCHTHWEST 1/4, THENCE HORTHMARD ILLORG THE EAST LINE OF FLID SCHTHWEST 1/4, A DISTANCE OF U3.10 FEET TO A FOLIT ON A LINE RESENUE TO FRUIT HORTH AND PARALLEL WITH THE HENTER STHE OF COLF ROAD. THENCE MESTHALD ALONG MAID FREE FOR POINT OF SECUNITHO THENCE PURTHWARD A DISTANCE OF \$23.07 FEET ALONG A LINE TO A POINT ON THE SOUTHERLY RIGHT OF MAY LINE OF RIGGINS ROAD.

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