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This document was prepared by: STATE BANK OF COUNTRYSIDE 6734 Joliet Roed Countryside, Illinois 60525

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### ASSIGNMENT OF LEASES AND RENTS

As Security for a Loan
From STATE BANK OF COUNTRYSIDE

1. DATE AND PARTIES. The date of this Ass' parent of Leases and Rente (Agreement) is October 8, 1997, and the parties are the following

OWNER/BORROWER:

STATE BANK OF COUNTRY SIDE ATJUITIA DATED 01-02-1994 AIKIA TRUST #94-1390 AND NOT PERSONALLY

e trust 6734 JOLIET ROAD COUNTRYSIDE, ILLINOIS 60828

BANK:

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation 8734 Joliet Road Countryside, Illinois 60525

Tax I.D. # 38-2814456

2 OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following

A. A promissory note, No. 31121653 N. (Note) dated October 8, 1977, and executed by STATE BANK OF COUNTRYFILM.

A/T/U/T/A DATED 01-02-1994 A/K/A TR'IST #84-1390 AND NOT PERSONALLY and JAMES CORSO (Bennwer) payable to the order of Bank, which evidences a loss (Losn) to Borrower in the arm and of \$220,000 60, plus interest, and all extensions renewals, modifications or substitutions thereof.

B. All future advances by Bank to Borrower, > Owner, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraphs) ; below, whether or not this Agreement in specifically referred to in the evidence of

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C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Colleteral (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Agreement, plus interest at the same rate provided for in the Note computed on a simple interest multipol

D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the existing of taking of the Collateral (as berein defined) as security therefor is not prohibited by law, including but not limited to limibilitie to everythints, all advances made by Bank on Borrower's, and/or Owner's, behalf as authorized by this Agreement and liabilities as parameter undersect or surely, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and reveral.

E. Borrower's performance of the ferms in the Note or Loan, Owner's performance of any terms in this Agreement, and Borrower's performance of any terms in any deed of trust, any trust deed, any trust indenture, any reoriginary, any died to secure dobt, any security agreement, any other assignment, any construction form agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which accurre, guarantee or otherwise.

relaise to the Note or Loan.

However, this security interest will not secure another debt:

A. If this socurity interest is in Borrower's principal dwelling and Bank falls to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or

B. If Bank falls to make any disclosure of the existence of this security interest required by law for such other dub!

3. SACKGROUND. The Loan is secured by, but is not limited to, a mortgage (Mortgage) dated October 6, 1997, on the following described property (Property) situated in COOK County, (LLINOIS, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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- ASSIGNMENT OF LEASES AND RENTS. Owner grants, bargains, mortgages, sells, conveys, warrants, assigns and transfere to Bank as additional security all the right, title and interest in and to any and all:
  - A. Existing or future leases, subleases, licenses, guaranties of performance of any party thereunder and any office written or visibal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
  - 8. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, purcentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, quest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Owner may have that in any way pertains to or is on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Agreement will also be required as a recomity agreement

- 5. COLLECTION OF RENT. Owner may collect, receive, enjoy and use the Rents so long as Owner is not in default. Except for one leads period's rent, Owner will not collect in advance any Rents due in future lease periods, unless Owner first obtains Bank's written consent. Upon default, "Owner will neceive any Rents in trust for Bank and Owner will not commingle the Rents with any other funds." Any amounts collected shall be applied at Bank's discretion first to costs of managing, protecting and preserving the Property, and to any other necessary related expenses including Bank's court costs. Any remaining amounts shall be applied to reduce the Obliquitions. Owner agrees that any assignment is immediately effective between the parties to this Agreement and effective as to third purious on the recording of this Agreement. Owner agrees that Bank is entitled to notify Owner or Owner's tenants to make payments of Rents due or to become due directly in Bank. On receiving the notice of default, or not will endorse and deliver to Bank any payments of Rents.
- 8. APPLICATION OF COLLATERAL PROCEEDS. Any Rent or other payments received or to be received by virtue of the Collateral, will be applied to any amounts Borrower or so Bank on the Obligations and shall be applied first to costs and expenses their to accuse interest and the balance, if any, to principal except as otherwise required by law.
- WARRANTIES AND COVENANTS. To include Bank to extend credit by entering into the Obligations, Owner makes the tollowing warrantee and covenants:
  - A. Owner has good title to the Losses, Reith, and Properly and the right to grant, bargain, mortgage, sell, convey, warrant, and an arm transfer to Bank as additional security, he Leases and Rents, and no other person has any right in the Leases and Rents.
  - 8. Owner has recorded the Leases as required by raw or as otherwise prudent for the type and use of the Property
  - C. No default exists under the Leases, and the parties is bject to the Leases have not violated any applicable law on feases. Illustress and landlords and tenants. Owner, at its lose cost and expense, will keep, observe and perform, and require all office parties to the Leases to comply with the Leases and any applicable law. If Owner or any party to the Lease defaults or fairs to observe any applicable law, Owner will promptly notify books. If this noncompliance.
  - D. When any Lease provides for an abatement of Rents due to are stood or other casualty, Owner will income against this risk of less with a policy satisfactory to Bank.
  - E. Owner will promptly provide Bank with copies of the Leases and collect copies. The existing Leases will be provided on execution of the Agreement, and all future Leases and any other information with respect to these Leases will be provided irranadiately after they are executed.
  - F. Immediately after execution of this Agreement, Owner will notify all current and induce tenants and office obligated under the Leases of Bank's right to the Leases and Rents, and will request that they armediately pay all foture Rents detectly to Bank when Owner or Bank demand them to do so
  - Q. When Bank requests. Owner will provide to Bank an accounting of Rents, prepared in a form accounting to Bank, subject to generally accounting principles in effect when such statements are end, and certified by Owner or Owner accountant to be current, true, accurate and complete as of the date requested by Bank.
  - H. Owner has not public, medified, extended, canceled, or otherwise allored the Leases, or accepted the succeeder of the Property covered by the Leases the Leases so required), nor will Owner do so without 3 sek's written commit.
  - Owner has not assigned, comprenieed, subordinated or encumbered the Leasus and Rants, and will trol do so without Bank's
    prior written consent.
  - J. Owner will not enter into any future Leases without prior written consent from Bank and at Bank's require. Owner will execute and deliver such further assurances and assignments as to those future Leases as Bank requires from time to those future.
  - K. Owner will not self or remove any personal property on the Property, unless Owner replaces this personal property with like kind for the same or better value.
  - i. Owner's interest under this Agreement, and on Bank's request. Owner will also appear in any action or proceeding in the name and on behalf of Bank. Owner will pay Bank for all costs and expenses, including reasonable attornoyn' free, included by Bank for appearing in any action or proceeding related to the Leases or Rents. Owner agreed to avoid to Bank arraquested by Bank, any right, claims or defenses which Owner may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases end/or the Property.
  - M. Bank dose not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Bank acts to manage, protect or preserve the Property, except for losses or damages due to Bank's gross negligance or intentional torts. Otherwise, Owner will indemnify Bank and hold Bank harmiess for any and all liability, loss or damage that Bank may incur when Bank opts to exercise any of its remedies against tenants or others obligated under the Leases.
  - N. Owner will not cause or permit the leasehold setate under the Leases to merge with Owner's teversionary interest, and agreed that the Leases shall remain in full force and effect regardless of any merger of the Owner's interests and of any merger of the interests of Owner and of tenants and other parties obligated under the Lease
  - O. Bank will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an academent for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

- P. If Owner becomes subject to a voluntary or involuntary bankruptcy, then Owner agrees that Bank is entitled to receive relief from the automatic stay in bankruptcy for the purpose of making this Agreement effective and entorcoable under state and federal law and within Owner's bankruptcy proceedings.
- 5. EVENTS OF DEFAULT. Owner shall be in default upon the occurrance of any of the following events, circumstances or conditions (Events of Default):

A. Faikire by any party obligated on the Obligations to make payment when due; or

B. A default or breach by Borrower, Owner or any co-signer, endorser, surely, or guaranter under any of the terms of this Agreement, the Note, any construction to an agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guarantying, securing or otherwise relating to the Obligations; or

C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes falso or incorrect in any material respect by or on behalf of Owner, Borrower, or any one of them, or any co-signer, endorser, surety or

guarantor of the Obligations; or

 Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Collateral (as herein defined); or

E. The teath, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the bandit of calculations of the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debter relief law by or against Oviner, Borrower, or any one of them, or any co-algier, endorser, surety or guaranter of the Obligations; or

F. A good Cart. Tellet by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, undersell, surely or

guaranto, the prospect of any payment is impaired or that the Collateral (as herein defined) is impaired; or G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium, escrow or escrow deficiency on or

before its due de's; c

H. A material adverse change in Owner's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Collatoral or repayment of the Obligations; or

A transfer of a substantial praticil Owner's money or property.

9. REMEDIES ON DEFAULT. At the option of Pank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without no cell demand, upon the occurrence of an Event of Default or at any time thereafter by Mortgagor under the Mortgage, Bank, at Bank's option, shall have the right to exercise any or all of the falls wing remedies.

A. To continue to collect directly and retain Ren't in Bank's name without taking possession of the Property and to demand, collect receive, and sue for the Rent, giving proper coeipts and releases, and, after deducting all reasonable expenses of collection.

apply the balance as legally permitted to the Note, "... to accrued interest and then to principal.

B. To recover reasonable attorneys' less to the exten not prohibited by law.

C. To declare the Obligations immediately due and parties and, at Bank's option, exercise any of the remediately due and parties.

the Note, the Mortgage or this Agreement.

D. To enter upon, take possession of, manage and operative, or any part of the Property, make, modify, onlored or cancel any Leases, evict any Leases, increase or reduce Rent, decorate, clean and make repairs, and do any act or incur any cost Bank shall deem proper to protect the Property as fully as Owner could do, and to apply any funds collected from the operation of the Property in such order as Bank may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys and accountants fees, the Obligations, and toward the multitinance of reservos for repair or replacement. Bank may take such action without regald to the adequacy of the security, with or without any action or proceeding, through any person or agent, mortgages under a mininger, or receiver to be appointed by a court and irrespective of Owner's possession.

The collection and application of the Rent or the entry upon and taking possession of the Fix perty as set out in this section shall not cure or waive any default, or modify or waive any notice of default under the Note, Mortgage or thic Agreement, or invalidate any act done pursuant to such notice. The enforcement of such remedy by Bank, once exercised, shall continue for so long as Bank shall elect notwithstanding that such collection and application of Rent may have cured the original default. It Bank shall thereafter elect to discontinue the exercise of any such remedy, the same or any other remedy under the law, the No.a. Mortgage or this Agreement may be asserted at any time and from time to time following any subsequent default. The word "default" has the came meaning as contained within the Note or any other instrument evidencing the Obligations, and the Mortgage, or any other document securing quarantymq or otherwise relating to the Obligations.

in addition, upon the occurrence of any Event of Default, Bank shall be entitled to all of the remedies provided by risk, the Note and any related loan documents. Bank is entitled to all rights and remedies provided at law or equity whether or not expressly stated in the Agreement. By choosing any remedy, Bank does not waive its right to an immediate use of any other remedy if the event of default continues or occurs again.

10. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.

A. As used in this paragraph

(1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA", 42 U.S.C. 9601 at seq.), all tederal, state and local laws, regulations, ordinances, court orders, atterney general opinions or interpretive letters concerning the public health, safety, welfare, environment of a Hazardous Substance (as defined herein).

(2) "Hazardous Substance" means any loxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the public dangerous or potentially dangerous to the public health, satisty, welfare or the environment. The term includes, without limitation, any substances defined as "hazardous material" "toxic substances," "hazardous waste" or "hazardous substances under any Environmental Law.

B. Owner represents, warrants and agrees that:



- (1) Except as previously disclosed and acknowledged in writing to Bank, no Hazardous Substance has been as or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- (2) Except as previously disclosed and acknowledged in writing to Bank, Owner has not and shall not cause, combined to or permit the release of any Hazardous Substance on the Property.
- (3) Owner shall immediately notify Bank it: (a) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (b) there is a violation of any Environmental Law concerning the Property. In such an event, Owner shall take all necessary remedial action in accordance with any Environmental Law.
- (4) Except as previously disclosed and acknowledged in writing to Bank. Owner has no knowledge of or misson to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (a) any Hazardous Substance located on, under or about the Property or (b) any violation by Owner or any tenant of any Environmental Law. Owner shall immediately notify Bank in writing as soon as Owner has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Bank has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- (6) Except as previously disclosed and acknowledged in writing to Bank, Owner and every terrant have been, are and shall remain in full compliance with any applicable Environmental Law.
- its. Except so previously disclosed and schnowledged in writing to Bank, there are no underground storage tasks, private dumps or open wells located on or under the Property and no such task, dump or well shall be added private Bank that agrees in writing.
- (7) Swin will regularly inspect the Property, monitor the activities and operations on the Property, and continu that all permits losses or approvals required by any applicable Environmental Law are obtained and compiled with
- (8) Owner will promit, or cause any tenant to permit, Bank or Bank's agent to enter and inspect the Property and review all records at any reasonable time to determine: (a) the existence, location and nature of any Hazardous Substance on, under or about the Property; (b) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; (c) whether or not Owner and any tenant are in compliance with any applicable Englishmental Law.
- (9) Upon Bank's request, Owner agrees, at Owner's expense, to engage a qualified environmental engineer to properly and to submit the results of such audit to Bank. The choice of the environmental engineer who will perform such audit is subject to the approval of Bank.
- (10) Bank has the right, but no, the obligation, to portorn any of Owner's obligations under this paragraph of Owner's
- (11) As a consequence of any breach of any representation, warranty or premise made in this paragraph. (a) Owner will indomnity and hold Bank and Bank's successors or assigns harmless from and against all losses, claims, demands liabilities, damages, cleanup, response and canadiation costs, penalties and expenses, including without limitation all costs of litigation and reasonable attorney of the which Bank and Bank's successors or assigns may sustain, and (b) at Bank's discretion, Bank may release this agreement and in return Owner will provide Bank with collateral of all least equal value to the Property secured by this agreement without projudice to any of Bank's rights inductive.
- (12) Notwithstanding any of the language contained in the Acreement to the contrary, the terms of this paragraph shall survive any foreclosure or satisfaction of any deed of trust contrary or any obligation regardless of any passage of title to Bank or any disposition by Bank of any or all or the Property. Any claims and detenses to the contrary are hereby waived.
- 11. ADDITIONAL POWERS OF BANK. In addition to all other powers granted by this Agriculture and the Mortgage, Bank also has the rights and powers, pursuant to the provisions of the Itlinois Code of Civil Procedure, Section 15-11-11, of seq.
- 12. TERM. This Agreement shall remain in effect until terminated in writing
- 13. GENERAL PROVISIONS.
  - A. TIME IS OF THE ESSENCE. Time is at the essence in Owner's performance of all duties and collegations emposed by this Agreement.
  - B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights remedies, privileges or right to insist upon Owner's strict performance of any provisions contained in this Agreement, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is suited by Bank.
  - C. AMENDMENT. The provisions contained in this Agreement may not be amended, except through a written amendment which is signed by Owner and Bank.
  - D. INTEGRATION CLAUSE. This written Agreement and all documents executed concurrently herewith, impresent the entire understanding between the parties as to the Obligations and may not be contradicted by evidence of prior, contemporateous, or subsequent draft agreements of the parties.
  - E. FURTHER ASSURANCES. Owner agrees, upon request at Bank and within the time Bank specifies, to provide any information, and to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any lien.
  - F. GOVERNING LAW. This Agreement shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
  - G. FORUM AND VENUE. In the event of illigation pertaining to this Agreement, the exclusive forum, various and place of jurisdiction shall be in the State of ILLINOIS, unless attorwise designated in writing by Bank or otherwise required by law.
  - H. SUCCESSORS. This Agreement shall linure to the benefit of and bind the hairs' personal representatives, successors and easigns of the parties; provided however, that Owner may not easign, transfer or delegate any of the rights or obliquitions under this Agreement.
  - 1. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and project any



- gender shall be applicable to all genders.

  DEFINITIONS. The terms used in this Agreement, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Agreement
- K. PARAGRAPH HEADINGS. The headings at the beginning of any paragraph, or any subparagraph, in this Agreement are for convenience only and shall not be dispositive in interpreting or constraing this Agreement.
- L. IF HELD UNENFORCEABLE. If any provision of this Agreement shall be held unenforceable or void, then such provision to the extent not otherwise limited by lew shall be soverable from the remaining provisions and shall in no way affect the enforceability of the romaining provisions not the validity of this Agreement
- M. NO ACTION BY BANK. Nothing contained herein shall require the Bank to take any action

OWNER/BORROWER:	
STATE BANK OF THINKER THINE A TANTA DATED 01-0	2-1964 A/K/A TRUST #94-1390 AND NOT PERSONALLY
STATE BANK OF COUNTRYBIDE	or Winic Mat
STATE OF JULIUS HE	
##4-1390 AND NOT PERSONALLY, proportally known to me to	, a notary public certily , a notary public certily , in notary public certily , in notary public certily , NK OF COUNTRYSIDE A/T/U/T/A DATED 01-02-1994 A/K/A TRU-T , be the against person whose name is subscribed to the foregoing
Instrument, appeared before me this day in parson, and acknowledge and voluntary socials the uses and purposes set fortition.  My commission expires:  MARTHA A Section 11.	ndged that (he/she) eigned and delivered the instrument as (history)
THIS IS THE LAST PAGE OF A B PAGE COCUM	MOTARY PUBLIC  ENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW
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#### EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Assignment of Leases and Renta (Agreement) dated October 8, 1997, by and between the following parties:

#### OWNER/BORROWER:

STATE BANK OF COUNTRYSIDE A/T/U/T/A DATED 01-02-1994 A/K/A TRUST #94-1390 AND NOT PERSONALLY #8734 JOLIET ROAD COUNTRYSIDE. ILLINOIS 60525

#### BANK:

STATE BANK OF COUNTRYSIDE
on ILLINOIS banking corporation
5/34 Jollet Road
Fountryside, Illinois 80525
T(x 1,), # 38-2814456

The properties hereinary rescribed are those properties referred to in the Agreement as being described in Exhibit "A":

PARCEL 1: THAT PART OF LOT 1 IN AVENEL TOVINHOMES, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNS 11P 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING 7.1 THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE VESTERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL FOR THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID CENTERLINE AND SAID CENTERLINE EXTENDED, 86.17 FE 1 TO A POINT ON THE EAST LINE OF SAID LOT 1 THAT IS 32.66 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1 AND THERE TERMINATING, ALL IN COOK COUNTY. ILLINOS.

PARCEL 2: THAT PART OF LOT 1 IN AVENEL TOWNHOMES, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE FOLLOWING DESCRIBED LIFE: COMMENCING AT THE NORTHWEST CORNER OF SIAIO LOT 1; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL FOR THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID CENTER LINE AND SAID CENTERLINE EXT.NDED. 86.17 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 THAT IS 32.86 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1, AND THERE TERMINATING, ALL IN COOK COUNT IS ILLINOIS.

