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#5315 # CG \*-97-256241  
COOK COUNTY RECORDER

## ASSIGNMENT OF LEASES AND RENTS

dated as of April 1, 1997

among

WILMINGTON TRUST COMPANY,  
not in its individual capacity  
but solely as Trustee under the  
Equity Trust Agreement, dated as  
of April 1, 1997 between  
BNY Leasing Corporation and  
Wilmington Trust Company

and

HOLLANDSCHE BANK-UNIE, N.V.

Relating to a Bus Maintenance Facility located at 642 N. Pulaski, Chicago, Illinois

This Instrument prepared by  
and after recording return to:

Susan Elliott, Esq.  
Jones, Day, Reavis & Pogue  
77 West Wacker Drive  
Chicago, Illinois 60601

Address of Property:

642 North Pulaski  
Chicago, Illinois

P.I.N.: 16-10-200-06  
16-10-200-012

**BOX 333-CTI**

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ASSIGNMENT OF LEASES AND RENTS (PULASKI)

THIS ASSIGNMENT OF LEASES AND RENTS (PULASKI) (this "Assignment") is made as of this 1st day of April, 1997 by and between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee under the Equity Trust Agreement, dated as of April 1, 1997 between BNY Leasing Corporation and Wilmington Trust Company (as such trustee herein referred to as "Assignor"), and HOLLANDSCHE BANK-UNIE, N.V., a Dutch banking corporation (herein referred to as "Assignee").

RECITALS:

(A) Assignor and Assignee entered into that certain Loan and Security Agreement (Pulaski), dated as of April 1, 1997 (the "Loan Agreement") wherein Assignor and Assignee provided for the issuance of Loan Certificates, the proceeds of which are to be applied as provided in the Loan Agreement.

(B) Assignee has required, and Assignor has executed and delivered to Assignee, that certain Leasehold Mortgage, Security Agreement and Assignment of Rents (Pulaski), dated of even date (the "Mortgage") to secure: (i) the prompt payment of the principal of and interest on, and all other amounts due with respect to, all Loan Certificates from time to time outstanding (ii) the performance and observance by Assignor and the Equity Investor of all of the agreements, covenants and provisions in the Operative Documents for the benefit of Assignee, and (iii) the prompt payment of all other amounts due or to become due to Assignee under any of the Operative Documents (collectively, the "Obligations").

(C) Assignee also has required, and Assignor has agreed, that Assignor shall grant to Assignee, among other things, the assignments and security interests granted herein to secure the Obligations.

(D) Each capitalized term used herein, but not otherwise defined herein shall have the meaning ascribed to such term in Appendix A to the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the payment of the Obligations, Assignor does hereby absolutely and unconditionally sell, assign and transfer unto Assignee all leases of the premises described on Exhibit A attached hereto (the "Premises"), or any part thereof, together with all the avails, rents, issues, cash collateral and profits arising from or accruing at any time hereafter by virtue of any lease (hereinafter a "Lease" or collectively the "Leases"), whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may heretofore have been made or agreed to, or which may hereafter be made or agreed to in accordance with the provisions of the Operative Documents and the Loan Agreement, as the case may be, or

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which may be made or agreed to by Assignee under the powers herein granted, and including, without limitation, that certain Lease Agreement (Pulaski) (the "CTA Lease"), dated as of April 1, 1997, between Assignor as Lessor, and Fleet National Bank, not in its individual capacity, but solely as trustee under the Lessee Trust Agreement (Pulaski), dated as of April 1, 1997, between such trustee and the Chicago Transit Authority, together with all guaranties, if any, of all the said Leases, and all the avails thereof, to Assignee, and Assignor does hereby appoint irrevocably Assignee its true and lawful attorney in its name and stead (with or without making entry or taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues, cash collateral and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the Leases existing or which may hereafter exist on the Premises, with the same rights and power and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth. Assignee agrees that it shall only exercise the power of attorney set forth in the preceding sentence upon the occurrence and during the continuance of a Loan Event of Default.

Assignor represents and agrees that, except for security or reservation deposits, no rent has been paid or will be accepted by or on behalf of Assignor from any person in possession of any portion of the Premises for more than one installment in advance (except as specifically provided in the Head Lease or the CTA Lease) and that no payment of any rents to accrue for any portion of said Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned except as may be provided in the Loan Agreement or the Operative Documents.

Assignor agrees and represents unto Assignee, its successors and assigns as follows there are no Leases existing with respect to the Premises as of the date hereof except the CTA Lease, Head Lease and the Sublease.

Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted by Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

Assignor further agrees to execute and deliver to Assignee, immediately upon request, all such further assurances and assignments in the Premises as Assignee shall from time to time reasonably require to effect the matters and interests contemplated hereby.

Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, Assignor is hereby granted a license to collect Fixed Rent and

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all other amounts due to Assignor under the Operative Documents until a Loan Event of Default shall occur.

Subject to Section 18 of the Participation Agreement and Section 4(b) of the Lease, in any case in which under the provisions of the Mortgage Assignee has a right to institute foreclosure proceedings, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, Assignor shall forthwith, upon demand of Assignee, surrender to Assignee and Assignee shall be entitled to take actual possession of, the Premises or any part thereof, personally, or by its agent or attorneys. Subject to Section 18 of the Participation Agreement and Section 4(b) of the Lease, in such event Assignee in its discretion may, with or without force and with process of law, as permitted by law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Assignor or the then owner of the Premises relating thereto, and may exclude Assignor and each of its agents or servants, wholly therefrom and may, as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the rents, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: to extend or modify any then existing leases other than the Lease and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the date which the Obligations are due and payable and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to enter into any management, leasing or brokerage agreements covering the Premises; (e) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; (f) to insure and reinsure the same and all risks incidental to Assignee's possession, operation and management thereof; and (g) to receive all of such rents; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor.

Notwithstanding the foregoing, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease.

Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or

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rental agreement relating to the Premises. In addition and notwithstanding anything to the contrary as set forth herein, Assignor agrees that no liability shall be asserted against Assignee by Assignor as a result of Assignee exercising its rights contained herein, all such liability being expressly waived and released by Assignor, except to the extent provided in the Operative Documents.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the Loan Agreement, the Mortgage or any other Security Documentation, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted, all of which remedies shall be enforceable concurrently or successively.

This Assignment and all provisions hereof, shall be binding upon Assignor and all persons claiming under or through Assignor and shall inure to the benefit of Assignee and the successors and assigns of Assignee. The word "Assignor" when used herein shall include: (a) the original Assignor named in the preambles hereof; (b) all said original Assignor's successors and assigns; and (c) all owners from time to time of Assignor's interest in the Premises. The words "Assignee" when used herein shall include (a) the original Assignee named in the preambles hereof; and (b) all of said original Assignee's permitted successors and assigns.

Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Assignor and Assignee agree that this Assignment has been delivered in, and shall in all respects be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state, except as to matters relating to the creation, perfection and enforcement of liens and security interests relating to real property and the exercise of remedies with respect thereto, which shall be governed by, and construed in accordance with, the laws of the State of Illinois.

This Assignment, nor any of the terms hereof, may be terminated, amended, supplemented, waived or modified, waived, orally, but only by an instrument in writing signed by the party against whom the enforcement of any termination, amendment, supplement, waiver or modification.

This Assignment may be executed and acknowledged in separate counterparts, each of which when so executed and acknowledged counterparts shall be an original, but all such counterparts shall together constitute but one and the same Assignment.

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The provisions of Section 2.02 of the Loan Agreement are incorporated by reference in this Assignment as if fully rewritten here.

[signature page follows]

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IN WITNESS WHEREOF, Assignor has executed this Assignment of Leases and Rents as of the day and year first above written.

WILMINGTON TRUST COMPANY, not individually, but solely as trustee under that certain Equity Trust Agreement, dated as of April 1, 1997, between such trustee and BNY Leasing Corporation

By:

*Debra Eberly*

DEBRA EBERLY  
Administrative Account Manager

Its:

\_\_\_\_\_

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 2,350.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 TO THE SOUTH LINE OF THE NORTH 50.00 FEET OF THE NORTHEAST 1/4 OF SECTION 10 (BEING THE SOUTH LINE OF WEST CHICAGO AVENUE) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID PARALLEL LINE 90.64 FEET; THENCE SOUTH 74 DEGREES 22 MINUTES 48 SECONDS EAST (ALONG A LINE WHICH IF EXTENDED SOUTHEASTERLY WOULD INTERSECT THE WEST LINE OF THE EAST 1,178.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10 AT A POINT 467.74 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10) 990.313 FEET TO THE INTERSECTION OF AN ARC OF A CIRCLE, CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 800.00 FEET, THENCE SOUTHEASTERLY ALONG SAID ARC 210.40 FEET (THE CHORD OF WHICH BEARS SOUTH 03 DEGREES 54 MINUTES 23 SECONDS EAST FOR 209.81 FEET) TO A POINT OF TANGENCY ON A LINE WHICH INTERSECTS THE WEST LINE OF THE EAST 1,178.00 FEET OF SAID NORTHEAST 1/4 OF SAID SECTION 10 AT A POINT 518.20 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 56 DEGREES 22 MINUTES 17 SECONDS EAST ALONG SAID TANGENT LINE 34.00 FEET TO SAID POINT OF INTERSECTION; THENCE CONTINUE SOUTHEASTERLY ALONG SAID TANGENT LINE 264.20 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 43 SECONDS EAST (AT RIGHT ANGLES THERETO) 142.69 FEET TO THE INTERSECTION OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF THE EAST 928 FEET OF SAID NORTHEAST 1/4 OF SECTION 10 AND 490.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10 TO A POINT ON THE WEST LINE OF THE EAST 723.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10 AND 688.17 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 47 DEGREES 27 MINUTES 23 SECONDS EAST ALONG SAID LINE 210.80 FEET TO THE AFORESAID POINT ON THE WEST LINE OF THE EAST 723.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 39 DEGREES 17 MINUTES 34 SECONDS EAST 402.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1,000.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10 AND 466.54 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF THE NORTH 1,000.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 83.54 FEET TO THE WEST LINE OF THE EAST 383.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 383.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 250.00 FEET TO THE SOUTH LINE OF THE NORTH 750.00 FEET OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG SAID LINE 17.00 FEET TO THE WEST LINE OF THE EAST 366.00 FEET OF THE SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID LINE, 250.00 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH 1,000.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG SAID LINE 333.00 FEET TO THE WEST LINE OF THE EAST 33 FEET OF THE SAID NORTHEAST 1/4 OF SECTION 10 (BEING THE WEST LINE OF NORTH PULASKI ROAD); THENCE SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID LINE, 20.00 FEET TO A LINE DRAWN 970.00 FEET SOUTH OF AND

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PARALLEL WITH THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF WEST CHICAGO AVENUE, BEING A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10); THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG SAID PARALLEL LINE 313.92 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 49 SECONDS WEST, 104.05 FEET; THENCE SOUTH 06 DEGREES 33 MINUTES 01 SECOND EAST, 257.53 FEET TO THE SOUTH LINE OF THE NORTH 1,379.90 FEET OF THE SAID NORTHEAST 1/4 OF SECTION 10; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE 335.22 FEET TO THE INTERSECTION OF A CIRCLE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 566.44 FEET AND BEING 40.00 FEET NORTHEASTERLY OF AND CONCENTRIC WITH THE NORTHEASTERLY LINE OF LOT 2 IN FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED MAY 31, 1984 AS DOCUMENT NUMBER 27109489; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CIRCLE 188.32 FEET (THE CHORD OF WHICH BEARS NORTH 73 DEGREES 59 MINUTES 08 SECONDS WEST FOR 187.45 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 83 DEGREES 30 MINUTES 35 SECONDS WEST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 EXTENDED NORTHWESTERLY IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT 625.11 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 1 IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE NORTH 74 DEGREES 25 MINUTES 26 SECONDS WEST ALONG SAID PARALLEL LINE 229.02 FEET TO THE INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 16 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT NUMBER 21532046; THENCE NORTH 74 DEGREES 22 MINUTES 11 SECONDS WEST ALONG SAID PARALLEL LINE 71.41 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST ALONG A LINE DRAWN 1,743.24 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 711.97 FEET TO A POINT WHICH IS 465.01 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 10, AS MEASURED ALONG SAID PARALLEL LINE; THENCE NORTHWESTERLY 130.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS NORTH 37 DEGREES 04 MINUTES 27 SECONDS WEST, 121.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 72 DEGREES 22 MINUTES 48 SECONDS WEST, 556.92 FEET; THENCE WESTERLY 136.22 FEET ALONG THE ARC OF A CIRCLE TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 500.00 FEET, AND WHOSE CHORD BEARS NORTH 82 DEGREES 11 MINUTES 06 SECONDS WEST, 235.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG A LINE DRAWN 200.00 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 166.80 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST, 150.00 FEET, ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10 AND PASSING THROUGH A POINT ON THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE WHICH IS 305.08 FEET WESTERLY OF THE POINT ABOVE DESCRIBED POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE, 305.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:  
THAT PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 2,655.08 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST

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PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 TO THE SOUTH LINE OF THE NORTH 50 FEET OF THE NORTHEAST 1/4 OF SECTION 10, (BEING THE SOUTH LINE OF WEST CHICAGO AVENUE) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID PARALLEL LINE 150.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 10, A DISTANCE OF 66 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST, 150.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 50.00 FEET OF THE NORTHWEST 1/4 OF SECTION 10 AFORESAID (BEING THE SOUTH LINE OF WEST CHICAGO AVENUE); THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE 66.00 FEET TO THE HEREBINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 250 FEET OF THE NORTH 1,000 FEET OF THE WEST 333 FEET OF THE EAST 366 FEET OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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