

THIS SPACE IS FOR RECORDING PURPOSES ONLY

ASSIGNMENT OF RENTS, LEASES AND OTHER BENEFITS

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THIS ASSIGNMENT OF RENTS, LEASES AND OTHER BENEFITS ("Assignment"), made as of May 1, 1997, by Jacobs Properties Limited Partnership, an Illinois limited partnership, 219 East Lake Shore Drive, Chicago, Illinois 60611, together with those certain three Trusts for which American National Bank and Trust Company of Chicago serves as Trustee under (i) Trust Agreement dated December 18, 1986, and known as Trust No. 100957-01; (ii) Trust Agreement dated December 5, 1984, and known as Trust No. 63007; and (iii) Trust Agreement dated January 29, 1986, and known as Trust No. 66564, (hereinafter, collectively, called "Assignor"), in favor of UNUM Life Insurance Company of America, a Maine corporation, 2211 Congress Street, Portland, ME 04122-0590, Attn: Mortgage Acquisition Department, (hereinafter called "Assignee").

WITNESSETH:

Assignor, for good and valuable consideration the receipt of which is hereby acknowledged, does hereby absolutely and irrevocably bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under leases and lease guaranties with respect to all or any portion of the "Premises" (hereinafter defined) together with any and all future leases and lease guaranties hereinafter entered into by Assignor relating to the buildings and/or improvements located on the land, and/or with respect to the land, described in Exhibit A attached hereto and made a part hereof (collectively, the "Premises"), and the immediate and continuing right to collect and receive all amendments, extensions and renewals of said leases and lease guaranties and any of them, all of which are hereinafter called the "Leases"; and all rents, income and profits and all fees, charges, accounts or other payments received for the use or occupancy of rooms and other public facilities in hotels, motels, and other public lodging facilities which may now or hereafter be or become due or owing under the Leases, and any of them; and all income, profits, revenues, royalties, bonuses, accounts, equitable and contract rights, general intangibles and benefits in any way pertaining to or on account of the use of the Premises (hereinafter the "Rents and Other Benefits"). Rents and Other

7651605-DE (87)

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This instrument prepared by  
and  
after recording, please return to:  
Meri Lowry  
Legal/Investment Division  
UNUM Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122-0590  
Attn: Mortgage Acquisition Department

Street Address: 6161 & 6191 Joliet Rd.  
Countryside, IL 60525  
Permanent Tax Index No.:  
18-16-302-021, 041, 043, 042, 017

BOX 333-CTI

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Benefits include, without limitation, minimum rents, additional rents, percentage rents, security deposits, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default or late payment of rent, premiums payable by any lessee upon the exercise of a cancellation privilege provided for in any Lease, any compensation or other consideration, direct or indirect paid, payable or due and owing to Assignor in connection with any modification or termination of a Lease and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises, together with any and all rights and claims of any kind which Assignor may have against any lessee under any Lease or any subtenants or occupants of the Premises.

Assignor warrants, covenants and agrees with Assignee as follows:

1.1 Assignor is the sole owner of the entire lessor's interest in the Leases, and has not executed any other assignment of any of the Leases or the Rents and Other Benefits, and has not done and shall not do anything which might prevent Assignee from fully exercising its rights under this Assignment.

1.2 The Leases are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, or renewed, nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

1.3 No Leases have been or will be entered into except for actual occupancy of the Premises by the lessees thereunder.

1.4 There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and Assignor will fulfill or perform each and every condition and covenant of each of the Leases by lessor to be fulfilled or performed, give prompt notice to Assignee of any notice of default either given or received by Assignor under any of the Leases together with a complete copy of any such notice; and Assignor shall, at the sole cost and expense of Assignor, enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition of all such Leases by the lessee(s) to be performed or observed.

1.5 Assignor has not collected or accepted and shall not collect or accept payment of rent under any of the Leases more than one month in advance.

1.6 Assignor shall not, without the prior written consent of Assignee: (i) execute any other assignment of the Rents and Other Benefits; (ii) execute any future leases of any portion of the Premises; (iii) terminate or consent to the cancellation or surrender of any Leases or tenancy of the Premises or of any part thereof, now existing or hereafter to be made, having an unexpired term of six (6) months or more; (iv) modify, alter or amend any Lease or tenancy including so as without limitation, shortening the unexpired term thereof or decreasing the amount of the rents payable thereunder, altering the structure of the Premises or changing the use thereof; (v) accept

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prepayments more than 30 days prior to the due date of any installments of rents to become due and payable under any Leases or tenancies; (vi) accept any security deposit equal to more than two (2) months' rent; (vii) consent to an assignment or subletting of the Premises, in whole or in part; or (viii) cause or permit any Leases or tenancies to be subordinated to any lien on the Premises, except the lien of the Mortgage referenced below. Assignee's rights under (vii) may be limited by the terms of the Leases.

In the event the Lease is terminated prior to the expiration of its stated term, all payments made by Tenant in conjunction with said lease termination (including, but not limited to, voluntary buyout/termination payments, or payments made by or on behalf of the tenant, incident to the tenant rejecting the Lease in accordance with the federal Bankruptcy Code (or similar state creditors' rights laws)), shall be made directly to Assignee, and Assignor shall have no right to said payments, whatsoever. Assignee shall, in its reasonable determination, apply said payments against the indebtedness due under the Note (hereafter defined) or toward the Premises.

1.7 Assignor shall and does hereby assign and transfer to Assignee any and all subsequent leases and lease guaranties upon all or any part of the Premises and shall execute and deliver at the request of Assignee a tenant estoppel certificate and/or subordination and attornment agreement in form and substance acceptable to Assignee for each subsequent lease, together with all such further assurances and assignments as Assignee shall from time to time require or deem necessary.

1.8 Each of the Leases shall remain in full force and effect irrespective of any merger of the interests of the lessor and lessee under any of the Leases.

1.9 Assignor shall furnish to Assignee, within thirty (30) days after a request by Assignee to do so, a written statement containing the names of all lessees or occupants of the Premises, the terms of their respective Leases or tenancies, the spaces occupied and the rentals paid. If any of such Leases provide for the giving by the lessee of certificates with respect to the status of such Leases, Assignor shall exercise its right to request such certificates within five (5) days of any demand therefor by Assignee.

1.10 Assignor shall, at its sole cost and expense, appear in and defend any action or proceeding arising under or in any manner related to any of the Leases.

The parties further agree as follows:

2.1 This Assignment shall not create a security interest which requires possession of the Premises for perfection thereof. However, this Assignment is nonetheless absolute and effective immediately. Notwithstanding the foregoing, Assignor shall have a license to receive, collect and enjoy the Rents and Other Benefits until a default has occurred under the terms and conditions of that certain Note of even date herewith in the principal sum of Two Million Three Hundred Thousand Dollars (\$2,300,000) given by Assignor to Assignee, including any amendments thereto, (hereinafter called the "Note") or an Event of Default has occurred under that certain Mortgage and Security Agreement securing such Note and also of even date herewith.

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and upon the Premises, including any amendments thereto, (hereinafter called the "Mortgage"); and upon such default such license shall cease automatically, without need of notice, possession, foreclosure, or any other act or procedure, and all Rents and Other Benefits assigned hereby shall thereafter be held in trust by Assignor for the benefit of Assignee and Assignor shall immediately deliver to Assignee Rents and Other Benefits received from tenants on account of such Leases and shall notify each tenant that all Rents and Other Benefits due under such Leases shall be paid directly to Assignee or its designee.

2.2 Subject to the license described and limited above, Assignor hereby irrevocably and exclusively constitutes and appoints Assignee its true and lawful attorney coupled with an interest with full power of substitution and with power for Assignee in its own name, and capacity, or in the name of Assignor, to notify tenants that all Rents and Other Benefits due under the Leases shall be paid directly to Assignee or its designee and to demand, collect, receive and give complete acquittances for any and all Rents and Other Benefits, and at Assignee's discretion file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the Rents and Other Benefits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

2.3 Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce his Assignment and to collect the Rents and Other Benefits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor with full power to use and apply all of the Rents and Other Benefits herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of receiver's fees, receiver's attorney's fees, receiver's certificate, taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. Assignor hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage including without limitation reasonable attorneys' fees which may or might be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever

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which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases or for any waste of the Premises by the lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger, nor shall it constitute Assignee as a mortgagee in possession, nor make Assignee responsible for any security deposits or other deposits delivered by a lessee to Assignor and not delivered to Assignee.

2.4 Assignee may, at its option, although it shall not be obligated so to do, perform any lease covenant for and on behalf of Assignor and any monies expended in so doing shall be chargeable with interest to Assignor the same as for advances under the Mortgage and added to the indebtedness secured by the Mortgage and pursuant to which this Assignment was made.

2.5 Waiver of or acquiescence by Assignee in any default by Assignor, or failure of Assignee to insist upon strict performance by Assignor of any warranties or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

2.6 The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage, or any other loan document, or at law or in equity.

2.7 If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

2.8 All notices to be given pursuant to this Assignment shall be sufficient if mailed either by (1) postage prepaid, certified or registered mail, return receipt requested, or (2) by delivery to a nationally recognized overnight delivery service, or (3) personal delivery to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail, delivered to said overnight delivery service, or personally delivered, as the case may be.

2.9 The term "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.



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2.10 This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

2.11 This Assignment shall terminate automatically when the Note is paid in full and the Mortgage is fully released and discharged.

2.12 This Assignment shall be construed according to the laws of the State of Illinois.

2.13 Time is of the essence in this Assignment and in each provision hereof of which time is an element.

2.14 If Assignee finds it necessary to obtain the services of an attorney or to incur any other expenses to enforce any of its rights hereunder or for any purpose as described in the Mortgage, Assignor shall pay the attorney's fees and costs to Assignee in connection with such enforcement or such purpose, whether or not a suit to enforce such rights is brought or, if brought, prosecuted to judgment. In addition to the foregoing attorney's fees, Assignee shall be entitled to its attorney's fees incurred in any post-judgment proceedings to enforce any judgment in connection with this Assignment or in any action or proceeding in which Assignee is involved by reason of this Assignment. This provision is separate and several and shall survive the merger of this provision into any judgment.

2.15 Notwithstanding anything to the contrary contained herein or in any other Loan Document, Assignee acknowledges and agrees that Assignor's liability under the Note and the Loan Documents is limited as expressly set forth in the Note, the terms of which are hereby incorporated herein by this reference.

2.16 ASSIGNOR AND ASSIGNEE EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THE NOTE, THE MORTGAGE OR ANY OTHER LOAN DOCUMENT AND/OR THE CONDUCT OF THE RELATIONSHIP BETWEEN ASSIGNEE AND ASSIGNOR. ASSIGNOR AND ASSIGNEE HAVE EACH OBTAINED THE ADVICE OF THEIR RESPECTIVE LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT AND ACKNOWLEDGE THAT THEY VOLUNTARILY AGREED TO THE FOREGOING PROVISION WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND LEGAL CONSEQUENCE.

2.17 It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the American National Bank and Trust Company of Chicago, as trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said trustee are nevertheless each and every one of them, made and intended not as personal warranties,

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indemnities, representations, covenants, undertakings and agreements by the trustee or for the purpose or with the intention of binding said trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against said trustee under the trust agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

2.18 This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and sealed as of the date first above written.

**ASSIGNOR:**

Jacobs Properties Limited Partnership,  
an Illinois limited partnership

By: Jacobs Properties Midwest, Ltd.  
an Illinois corporation,  
its general partner

By:   
Alan Jacobs

Its: President

American National Bank and Trust Company  
of Chicago, not personally, but as trustee  
under Trust Agreement dated December 18,  
1986, and known as Trust No. 100-57-01,

By:   
ASSISTANT SECRETARY

Attest: \_\_\_\_\_

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American National Bank and Trust Company  
of Chicago, not personally, but as trustee  
under Trust Agreement dated December 16,  
1984, and known as Trust No. 63007,

By: \_\_\_\_\_

Attest: \_\_\_\_\_

American National Bank and Trust Company  
of Chicago, not personally, but as trustee  
under Trust Agreement dated January 29,  
1986, and known as Trust No. 66364,

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**ASSIGNEE:**

UNUM Life Insurance Company of America,  
a Maine corporation

By: \_\_\_\_\_

Daniel S. Redmond

Its: Vice President

Attest: \_\_\_\_\_

Meri N. Lowry, Assistant Secretary

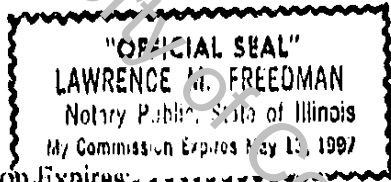


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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, ~~\_\_\_\_\_~~, a Notary Public in and for the State and County aforesaid, ~~DO HEREBY CERTIFY~~ that Alan Jacobs, President of Jacobs Properties Midwest, Ltd., an Illinois corporation, general partner of Jacobs Properties Limited Partnership, an Illinois general partnership, appeared before me this day in person and acknowledged that he executed the within instrument as such President as his free and voluntary act and as the free and voluntary act of said corporation and partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22 day of April, 1997.



~~\_\_\_\_\_~~  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MAINE )  
 ) SS  
COUNTY OF CUMBERLAND )

I, Anna E. Delaney, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel S. Redmond and Meri N. Lowry, who are personally known to me to be the Vice President and Assistant Secretary of UNUM Life Insurance Company of America, a corporation of the State of Maine, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and that the said Assistant Secretary then and there caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of April, 1997.

Anna E. Delaney  
Notary Public

My Commission Expires: \_\_\_\_\_  
Anna E. Delaney  
Notary Public, Maine  
My Commission Exp. Nov. 1, 2002

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## EXHIBIT "A"

### PARCEL 1:

THAT PART OF THE EAST 303.41 FEET OF THE WEST 503.41 FEET NORTH OF THE CENTER LINE OF JOLIET ROAD LYING EAST OF AND ADJACENT TO THE WEST 6 ACRES OF LOT 14 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS RUNNING FROM THE INTERSECTION OF THE WEST LINE OF SAID EAST 303.41 FEET WITH THE AFORESAID CENTER LINE OF JOLIET ROAD TO THE INTERSECTION OF THE EAST LINE OF SAID WEST 503.41 FEET WITH THE NORTH LINE OF SAID LOT 14, (EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED LAND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED COURSE: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 503.41 FEET DISTANT 148.76 FEET NORTH OF SAID CENTER LINE OF JOLIET ROAD AS MEASURED ALONG THE MENTIONED EAST LINE OF THE WEST 503.41 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE A DISTANCE OF 96.12 FEET TO A POINT DISTANT 130.00 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF JOLIET ROAD AND DISTANT 84.0 FEET WEST MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE WEST 503.41 FEET, THENCE SOUTHEASTERLY IN A STRAIGHT LINE A DISTANCE OF 56.0 FEET TO A POINT DISTANT 75.0 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF JOLIET ROAD AND DISTANT 70.0 FEET WEST MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE WEST 503.41 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE PARALLEL WITH SAID CENTER LINE OF JOLIET ROAD A DISTANCE OF 247.86 FEET TO AN INTERSECTION WITH A LINE DESCRIBED AS RUNNING FROM THE INTERSECTION OF THE WEST LINE SAID EAST 303.41 FEET WITH THE AFORESAID CENTER LINE OF JOLIET ROAD TO THE INTERSECTION OF THE EAST LINE OF SAID WEST 503.41 FEET WITH THE NORTH LINE OF SAID LOT 14) IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE EAST 303.41 FEET OF THE WEST 503.41 FEET NORTH OF THE CENTER LINE OF JOLIET ROAD LYING EAST OF AND ADJACENT TO THE WEST 6 ACRES OF LOT 14 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS RUNNING FROM THE INTERSECTION OF THE WEST LINE OF SAID EAST 303.41 FEET WITH THE AFORESAID CENTER LINE OF JOLIET ROAD TO THE INTERSECTION OF THE EAST LINE OF SAID WEST 503.41 FEET WITH THE NORTH LINE OF SAID LOT 14 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 503.41 FEET DISTANT 148.76 FEET NORTH OF SAID CENTER LINE OF JOLIET ROAD AS MEASURED ALONG LAST MENTIONED EAST LINE OF THE WEST 503.41 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE, A DISTANCE OF 96.12 FEET TO A POINT, DISTANT 130.0 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF JOLIET ROAD AND DISTANT 84.0 FEET WEST, MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE WEST 503.41 FEET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE, A DISTANCE OF 56.0 FEET TO A POINT, DISTANT 75.0 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF JOLIET ROAD AND DISTANT 70.0 FEET WEST, MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE WEST 503.41 FEET; THENCE NORTHEASTERLY IN A STRAIGHT LINE PARALLEL WITH SAID CENTER LINE OF JOLIET ROAD, A DISTANCE OF 80.10 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WEST 503.41 FEET; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 503.41 FEET AFORESAID TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "A" (continued)

### PARCEL 3:

THE NORTH 25.0 FEET OF THE SOUTH 75.0 FEET (AS MEASURED PERPENDICULAR TO THE CENTER LINE OF JOLIET ROAD) OF THAT PART OF THE EAST 303.41 FEET OF THE WEST 503.41 FEET NORTH OF THE CENTER LINE OF JOLIET ROAD LYING EAST OF AND ADJACENT TO THE WEST 6 ACRES OF LOT 14 IN SCHOOL TRUSTERS' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS RUNNING FROM THE INTERSECTION OF THE WEST LINE OF SAID EAST 303.41 FEET WITH THE AFORESAID CENTER LINE OF JOLIET ROAD TO THE INTERSECTION OF THE EAST LINE OF SAID WEST 503.41 FEET WITH THE NORTH LINE OF SAID LOT 14, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THAT PART OF THE EAST 303.41 FEET OF THE WEST 5031.41 FEET NORTH OF THE CENTER LINE OF JOLIET ROAD LYING EAST OF AND ADJACENT TO THE WEST 6 ACRES OF LOT 14 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF A LINE DESCRIBED AS RUNNING FROM THE INTERSECTION OF THE WEST LINE OF SAID EAST 303.41 FEET WITH THE AFORESAID CENTERLINE OF JOLIET ROAD TO THE INTERSECTION OF SAID WEST 503.41 FEET WITH THE NORTH LINE OF SAID LOT 14, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 503.41 FEET, 37.73 FEET NORTH OF SAID CENTERLINE OF JOLIET ROAD AS MEASURED ALONG THE EAST LINE OF THE WEST 503.41 FEET, SAID POINT BEING 33.00 FEET NORTHWESTERLY AS MEASURED AT RIGHT ANGLES FROM THE SAID CENTERLINE; THENCE NORTH ALONG THE SAID EAST LINE OF THE WEST 503.41 FEET 19.44 FEET; THENCE SOUTHWESTERLY ALONG A LINE 50.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF JOLIET ROAD, 319.48 FEET TO AN INTERSECTION WITH A LINE DESCRIBED AS RUNNING FROM THE INTERSECTION OF THE WEST LINE OF THE SAID 303.41 FEET WITH THE AFORESAID CENTERLINE OF JOLIET ROAD TO THE INTERSECTION OF THE EAST LINE OF THE SAID WEST 503.41 FEET WITH THE NORTH LINE OF SAID LOT 14; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE 25.42 FEET TO A POINT BEING 33.00 FEET NORTHWESTERLY AS MEASURED AT RIGHT ANGLES FROM THE SAID CENTERLINE OF JOLIET ROAD; THENCE NORTHEASTERLY ALONG A LINE 33.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF JOLIET ROAD 328.95 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

THAT PART OF LOT 14 LYING NORTH OF THE CENTER LINE OF JOLIET ROAD IN SCHOOL TRUSTERS SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE 503.41 FEET EAST OF THE EAST LINE OF THE WEST 6 ACRES OF LOT 14 AND WEST OF THE EAST 312 FEET OF LOT 14 (EXCEPTING THEREFROM THAT PART THEREOF PREVIOUSLY DEDICATED OR NOW BEING USED FOR JOLIET ROAD) IN COOK COUNTY, ILLINOIS.

P.I.N.s: 18-16-302-021, 18-16-302-041, 18-16-302-043,  
18-16-302-042 and 18-16-302-017

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