

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO

James B. Rosentloom, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltc.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
(312) 201-4000

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of June 1, 1998, is made and executed by Northlake Transport LLC, an Illinois limited liability company ("Assignor" in favor of Cohen Financial Corporation, a Delaware corporation ("Assignee")

RECITALS

I Assignee has agreed, subject to certain terms and conditions, to make a loan to Assignor in a principal amount not to exceed \$9,850,000 (the "Loan"), pursuant to a Loan Agreement of even date herewith (the "Loan Agreement") by and between Assignee and Assignor

II The Loan is evidenced by that certain note of even date herewith executed by Assignor to Assignee, in the principal sum of \$9,850,000 (the "Note"). The payment of the Note is secured by (a) this Assignment, (b) a Mortgage and Security Agreement (the "Mortgage") executed by Assignor pertaining to property defined therein as the "Mortgaged Property" of which the parcel of and legally described in Exhibit A attached hereto and all improvements thereon and appurtenances thereto form a part, and (c) the other Loan Instruments (hereinafter defined)

GRANTING CLAUSES

To secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Assignment, the Mortgage, the Note, the Loan Agreement, and any other mortgages, security agreements, assignments of leases and rents, guaranties, reimbursement agreements executed in connection with any letters of credit issued by Assignee at the request of Assignor and any other documents and instruments and any and all renewals, extensions,

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replacements and amendments hereof or thereof now or hereafter executed by Assignor or any party related thereto or affiliated therewith to secure or guarantee the payment of indebtedness under the Note (the Note, the Loan Agreement, this Assignment, the Mortgage, and such other mortgages, security agreements, assignments of leases and rents, guaranties, reimbursement agreements and any other documents and instruments now or hereafter executed and delivered in connection with the Loan, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") (all indebtedness secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities"). Assignor hereby assigns to Assignee, all of the right, title and interest of Assignor in:

(a) All oral and written leases with, or other agreements for use or occupancy made by, any person or entity (including, without limitation, any leases which may be described in any separate schedule which may be attached hereto or in any supplement to this Assignment recorded hereafter), and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgaged Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases").

(b) The rents which are due or may hereafter become due pursuant to any of the Leases and any other payments in addition to rent made by or due from any and all lessees, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases, and any payments made in lieu of rents payable under the Leases, such as lease termination payments and any damages paid by any tenant of the Mortgaged Property in connection with a default by such tenant, any amount received in connection with any bankruptcy or reorganization proceedings (including rights to compensation with respect to rejected leases pursuant to Section 365(a) of the Federal Bankruptcy Code), or any payment made by any tenant of the Mortgaged Property in consideration for the termination, amendment, modification or release of any lease obligations or release from liability therefor (which rents and payments together with any and all other rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Mortgaged Property are herein collectively referred to as the "Rents"), it being intended that this granting clause shall constitute an absolute and present assignment of the Rents.

(c) All rights, powers, privileges, options and other benefits (collectively, "Rights") of Assignor under the Leases, including, without limitation

(i) The immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, monies and security deposits or the like.

(ii) The right to make all waivers and agreements, including any waivers pertaining to the obligations of lessees.

(iii) The right to give all notices, permissions, consents and releases, including consents to any instrument which subordinates or makes paramount the interest of a lessee to the Mortgage.

(iv) The right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law.

(v) The right to do any and all other things whatsoever which Assignor is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter leases.

(vi) The right to exercise any option required or permitted under any of the Leases.

(vii) The right to execute new leases of the Mortgaged Property; and

(viii) The rights, powers, privileges and other benefits of Assignor under any and all guaranties (the "Guaranties") of any of the Leases.

(the Leases, Rents and Rights being sometimes collectively referred to as the "Collateral") and Assignor authorizes Assignee:

(j) To manage the Mortgaged Property and take possession of the books and records relating thereto;

(k) To prosecute or defend any suits in connection with the Mortgaged Property or enforce or take any other action in connection with the Leases in the name of Assignee, or Assignor.

(l) To make such repairs to the Mortgaged Property as Assignee may deem advisable, and

(m) To do any and all other things with respect to the Mortgaged Property and the Collateral which an absolute owner or landlord has the right to do.

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COVENANTS AND WARRANTIES

1.1 **Present Assignment** Notwithstanding that this Assignment constitutes a present assignment of leases and rents, Assignor may collect the Rents and manage the Mortgaged Property in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default (defined hereafter) has not occurred. If an Event of Default occurs, the right of Assignor to collect the Rents and to manage the Mortgaged Property shall thereupon automatically terminate and such right together with the other rights, powers and authorizations contained herein shall belong exclusively to Assignee.

1.2 **Power Coupled with Interest** This Assignment of Leases and Rents confers upon Assignee a power coupled with an interest and cannot be revoked by Assignor.

1.3 **No Other Assignment** Assignor represents, covenants and warrants as follows: (i) Assignor is the sole owner of the lessor's entire interest in the Leases and the other Collateral and has full right to assign the Collateral, (ii) there has been no previous assignment and, without Assignee's prior written consent, Assignor will permit no future assignment (as collateral or otherwise) of the lessor's right, title or interest in any of the Leases or other Collateral (other than pursuant to the other Loan Instruments), (iii) the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever, (iv) the lessees are not in default under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases and have not been granted any concessions by the lessor, (v) no rent reserved in the Leases has been assigned, and (vi) no rent for any period subsequent to the date hereof has been collected more than thirty (30) days in advance of the time when said rent becomes or would become due under the terms of the Leases.

1.4 **Covenants** Assignor covenants that (i) it will not modify, change, alter, supplement, amend, cancel, surrender or accept surrender of any of the Leases without Assignee's consent, nor will it execute any new Lease without Assignee's consent, (ii) it will not consent to any assignment or subletting of the lessee's interest under any of the Leases without Assignee's consent, (iii) it will not accept rent more than thirty (30) days in advance of the due date thereof under any of the Leases, (iv) if Toyota or Cartage or both under its existing Lease, as applicable, or any tenant under any new Lease should provide Assignor with a security deposit (a) in the form of a letter of credit naming the Assignor as beneficiary, Assignor shall immediately deliver said letter of credit to Assignee or (b) in the form of cash, Assignor shall either (i) deposit and hold said security deposit in the Security Deposit Account (as defined in the Loan Agreement) or (ii) deliver or shall cause to be delivered to Assignee an agreement executed by tenant, waiving any and all rights and remedies in law or equity against Assignee or any purchaser at a Mortgage foreclosure sale for return of any portion of said security deposit which is not transferred to or otherwise held by or in the possession of Assignee. In the event that Assignor is entitled to draw on a letter of credit delivered in lieu of a security deposit, then (A) if no Event of Default or Unmatured Event of Default (as defined in the

Loan Agreement) then exists, Assignee will deliver the letter of credit to Assignor so that Assignor may draw thereon and shall either use the proceeds thereof for operating expenses of the Mortgaged Property or deposit to Security Deposit Account or (B) if an Event of Default or Unmatured Event of Default then exists, Assignor hereby appoints Assignee as its attorney-in-fact to draw on the letter of credit and apply the proceeds thereof to the Loan indebtedness; and (v) it will not assert any claim or take any action against any lessee under any of the Leases, or otherwise seek recovery, damages or other relief against any such lessee, which would have the effect of relieving such lessee from any obligation or liability or which would affect, impair or discharge any right of Assignee and, if Assignor shall recover any such sums from such lessee, Assignor will forthwith pay over the same to Assignee for application to the indebtedness secured hereby. Nothing herein shall prevent Assignor from collecting rent or terminating the right of possession of a tenant in default under a Lease.

1.5 **Further Assurances** Assignor shall execute and deliver, at the written request of Assignee, all such further assurances and assignments as Assignee from time to time shall determine are necessary to effectuate the terms and provisions of this Assignment.

1.6 **Assignee to be Creditor of Lessees** Assignee shall be deemed to be the creditor of each lessee under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such lessee (without any obligation on the part of Assignee to file claims or otherwise to pursue creditor's rights in such proceedings). All moneys received in connection with any such proceedings or occurrences shall constitute additional Pensions hereunder.

II DEFAULTS AND REMEDIES

2.1 **Event of Default** The term "Event of Default," wherever used in this Assignment, shall mean any one or more of the following events:

(a) If Assignor shall fail to keep, perform or observe any covenant, condition or agreement on the part of Assignor in this Assignment and such failure shall continue for fifteen (15) days following the delivery of written notice to Assignor, provided, however, said fifteen (15) day cure period shall be extended by up to an additional forty-five (45) days if such failure governed by this clause (a) is of the kind or nature that (in Assignee's judgment) is curable but is not capable of being cured within fifteen (15) days and Assignor has promptly commenced and is diligently proceeding to cure such default.

(b) If a default shall occur under any of the Loan Instruments and the same is not cured within such cure, grace or other period, if any, provided in such Loan Instrument.

(c) If an "Event of Default" shall occur under and as defined in any of the other Loan Instruments.

2.2 Exercise of Assignee's Rights

(a) Assignee may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such default.

(b) In the event Assignee elects to invoke any of its rights hereunder and hereafter, for any reason, relinquishes to Assignor such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Borrower's Liabilities are paid in full, it being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.

2.3 **Nature of Remedies.** No delay or omission on the part of Assignee in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Instruments. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Assignor or the Mortgaged Property at the sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.

2.4 **Application of Rents.** Assignee may apply the Rents, after payment of certain expenses and capital expenditures relating to the Mortgaged Property, on account of Borrower's Liabilities in such order and manner as Assignee may elect. Without limitation of the foregoing, the expenses and capital expenditures relating to the Mortgaged Property may include taxes, insurance, assessments, management fees, usual and customary commissions to real estate brokers for leasing real estate, and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. The receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for herein or in the other Loan Instruments shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

2.5 **Limitation of Assignee's Obligations.** Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Section 2.4 hereof. Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any claim for damages or set-offs arising out of Assignee's management of the Mortgaged Property. Assignee shall not be liable to any lessee for the return of any security deposit made under any Lease unless Assignee shall have received such security deposit from the lessor or such lessee. Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Assignee be responsible for any act committed by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed

to have the effect of making Assignee a mortgagee in possession of the Mortgaged Property or any part thereof.

2.6 Reimbursement. Assignor shall reimburse Assignee for and indemnify Assignee against all expenses, losses, damages and liabilities which Assignee may incur by reason of this Assignment or the exercise of any of the rights granted hereunder. Any and all amounts due to Assignee under this Section 2.6 shall be immediately due and payable, shall be added to Borrower's Liabilities, shall bear interest after disbursement by Assignee at the Default Rate (as described in the Note) and shall be secured by this Assignment and the other Loan Instruments.

2.7 Authorization to Lessees. Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Assignee upon written demand from Assignee stating that an Event of Default has occurred without inquiry as to whether any such default has occurred or whether Assignee is rightfully entitled to such rent. Following receipt of any such demand, no lessee shall be given credit for any rent paid other than to Assignee thereafter until Assignee instructs such lessee otherwise in writing.

III MISCELLANEOUS

3.1 Modification of Loan Terms. If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Note is renewed, modified or replaced or if any security for the Note is released, Assignor and any other parties now or hereafter liable therefor or interested in the Mortgaged Property shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the other Loan Instruments shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Assignee.

3.2 Successors and Assigns. This Assignment shall inure to the benefit of Assignee and be binding upon Assignor, the heirs, legal representatives, successors, and assigns of Assignor and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgaged Property.

3.3 No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Property to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

3.4 Notices. All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Assignor or Assignee shall be directed to Assignor or Assignee, as the case may be, at the following addresses:

If to Assignee

Cohen Financial Corporation
Two North LaSalle Street
Suite 800
Chicago, Illinois 60602
Attn: Thomas J Jaekel

with a copy to

Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
Attn: James B Rosenbloom, Esq

If to Assignor

Northlake Transport LLC
1125 Tower Lane
Bensenville, Illinois 60106
Attn: George J Cibula, Jr

with a copy to

Katz, Randall & Weinberg
333 West Wacker Drive
Suite 1800
Chicago, Illinois 60606
Attention: Benjamin D Steiner

Notices shall be either (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of delivery. Any party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other parties in compliance with the foregoing provisions.

3.5 Headings The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

3.6 Invalid Provisions to Affect No Others In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Assignment or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Instrument (or the application of the covenant, agreement, or provision held to be

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invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

3.7 **Changes.** Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Assignor and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.8 **Governing Law.** This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

3.9 **Future Advances.** This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Assignee, or otherwise, as are made by Assignee under the Note, to the same extent as if such future advances were made on the date of the execution of this Assignment. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Note.

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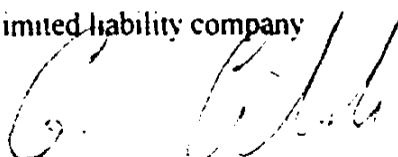
IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

ASSIGNOR:

ATTEST (if applicable)

NORTHLAKE TRANSPORT LLC, an Illinois limited liability company

By _____
Its _____

By  _____
Its MANAGER

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ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT _____ and _____ the _____ and _____ of Northlake Transport LLC, an Illinois limited liability company, personally known to me to be 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 said instrument as their 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 1st day of June, 1998.

Notary Public

My Commission Expires _____
"OFFICIAL SEAL"
Benjamin D. Steiner
Notary Public, State of Illinois
My Commission Expires 05-19-01

EXHIBIT A

Legal Description

PARCEL 1

THAT PART OF THE FRACTIONAL WEST 1/2 OF SECTION 4 TOWNSHIP 19 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY QUIT CLAIM DEED RECORDED DECEMBER 30, 1959 AS DOCUMENT NO. 17415188 AND KNOWN AS TRACT 7-4.7 WITH A LINE BEING 49.00 FEET MEASURED PERPENDICULAR NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY'S TRACK 1, C.C. NO. 36, THENCE SOUTH 21 DEGREES 47 MINUTES 42 SECONDS WEST, ALONG SAID PARALLEL LINE 139.00 FEET THENCE NORTH 87 DEGREES 57 MINUTES 42 SECONDS EAST 110.677 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 17 DEGREES 19 MINUTES 42 SECONDS WEST 11.616 FEET THENCE SOUTHWESTERLY 28.019 FEET ALONG THE ARC OF A CIRCLE OF 395.394 FEET RADIUS CONVEX TO THE NORTHWEST AND TANGENT TO THE LAST DESCRIBED LINE, TO THE POINT OF COMPOUND CURVE THENCE SOUTHERLY 12.054 FEET ALONG SAID COMPOUND CURVE BEING THE ARC OF A CIRCLE OF 1111.45 FEET RADIUS CONVEX WESTERLY AND WHOSE CHORD BEARS SOUTH 8 DEGREES 34 MINUTES 41 SECONDS EAST THENCE SOUTH 14 DEGREES 38 MINUTES 17 SECONDS EAST ALONG A LINE TANGENT TO SAID COMPOUND CURVE 35.052 FEET THENCE SOUTHEASTERLY 171.14 FEET ALONG THE ARC OF A CIRCLE OF 472.614 FEET RADIUS CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED LINE, THENCE SOUTH 4 DEGREES 19 MINUTES 17 SECONDS EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC OF A CIRCLE 19.784 FEET THENCE SOUTHEASTERLY 155.749 FEET ALONG THE ARC OF A CIRCLE OF 131.366 FEET RADIUS CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED LINE THENCE NORTH 4 DEGREES 15 MINUTES 12 SECONDS EAST 916.197 FEET THENCE NORTH 13 DEGREES 15 MINUTES 12 SECONDS EAST 10.024 FEET, THENCE NORTHERLY 59.15 FEET, ALONG THE ARC OF A CIRCLE OF 92.10 FEET RADIUS, CONVEX EASTERLY AND TANGENT TO THE LAST DESCRIBED LINE, THENCE NORTH 13 DEGREES 14 MINUTES 18 SECONDS WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC, 174.129 FEET THENCE NORTHWESTERLY 171.175 FEET ALONG THE ARC OF A CIRCLE OF 315.91 FEET RADIUS CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED LINE, THENCE NORTH 13 DEGREES 19 MINUTES 19 SECONDS WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC, 102.270 FEET THENCE NORTH 2 DEGREES 11 MINUTES 18 SECONDS WEST 31.008 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN NORTH 87 DEGREES 57 MINUTES 42 SECONDS EAST THROUGH THE HEREINABOVE DESIGNATED POINT OF BEGINNING THENCE SOUTH 87 DEGREES 57 MINUTES 42 SECONDS WEST ALONG THE LAST DESCRIBED LINE 917.148 FEET TO SAID POINT OF BEGINNING IN COOK COUNTY ILLINOIS

PARCEL 2

EASEMENT FOR THE BENEFIT OF PARCEL 1 WAS CREATED BY DEED FROM CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, A CORPORATION OF DELAWARE, TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 24, 1970 AND KNOWN AS TRUST NUMBER 58992 DATED JULY 8, 1970 AND RECORDED JULY 29, 1970 AS DOCUMENT 11894115 FOR INGRESS AND EGRESS OVER THE FOLLOWING

THAT PART OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 4 TOWNSHIP 19 NORTH, RANGE

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12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 45.00 FEET MEASURED PERPENDICULAR, NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY'S TRACK I.C.C. NO. 360 WITH THE SOUTHWESTERLY LINE OF LAKE STREET PER TOWNSHIP DEDICATION (BEING A LINE 33.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE THEREOF AS NOW CONSTRUCTED AND OCCUPIED); THENCE SOUTH 70 DEGREES 58 MINUTES 01 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 233.14 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 4 DEGREES 04 MINUTES 12 SECONDS WEST 567.084 FEET, BEING A LINE "A"; THENCE SOUTH 2 DEGREES 02 MINUTES 18 SECONDS EAST 314.717 FEET, BEING A LINE "B"; THENCE SOUTH 87 DEGREES 57 MINUTES 42 SECONDS WEST 53.00 FEET; THENCE SOUTH 2 DEGREES 02 MINUTES 18 SECONDS EAST 371.715 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE LAST DESCRIBED LINE THROUGH A POINT ON THE AFORESAID LINE DRAWN 45.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY'S TRACK I. C. C. NO. 360, SAID POINT BEING 1266.00 FEET AS MEASURED ALONG SAID PARALLEL LINE SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF PARCEL OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY GUYT CUMMINS DEED RECORDED DECEMBER 30, 1958 AS DOCUMENT NO. 17415298 AND KNOWN AS TRACT 1-4-7; THENCE SOUTH 87 DEGREES 57 MINUTES 42 SECONDS WEST, ALONG THE LAST DESCRIBED PERPENDICULAR LINE 25.00 FEET THENCE NORTH 2 DEGREES 12 MINUTES 18 SECONDS WEST 371.715 FEET; THENCE NORTH 13 DEGREES 57 MINUTES 42 SECONDS EAST 35.103 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 66.00 FEET WEST OF AND PARALLEL WITH THE AFORESAID LINE "B"; THENCE NORTH 2 DEGREES 12 MINUTES 18 SECONDS WEST 681.191 FEET, ALONG THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN DEED NO. 16651 RECORDED OCTOBER 5, 1971 AS DOCUMENT NO. 21654934; THENCE NORTH 39 DEGREES 18 MINUTES 57 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 6.244 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE AFORESAID TRACT OF LAND AS DESCRIBED IN THE AFORESAID DEED RECORDED AS DOCUMENT NO. 21654934; THENCE NORTHERLY 126.755 FEET, ALONG SAID EASTERLY LINE, BEING THE ARC OF A CIRCLE OF 1351.59 FEET RADIUS, COMPLY WESTERLY, AND WHOSE CHORD BEARS NORTH 1 DEGREE 13 MINUTES 10 SECONDS WEST TO A POINT ON A LINE DRAWN 59.97 FEET MEASURED PERPENDICULARLY WEST OF AND PARALLEL WITH THE AFORESAID LINE "A"; THENCE NORTH 4 DEGREES 04 MINUTES 12 SECONDS EAST 112.64 FEET, ALONG SAID PARALLEL LINE, TANGENT TO SAID ARC, BEING THE EASTERLY LINE OF THE AFORESAID TRACT; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 2 DEGREES 59 MINUTES 27 SECONDS WEST 201.946 FEET THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 3 DEGREES 59 MINUTES 19 SECONDS WEST 19.034 FEET, THENCE CONTINUING ALONG SAID EASTERLY LINE NORTHWESTERLY 46.116 FEET, BEING THE ARC OF A CIRCLE OF 250.00 FEET RADIUS, CONVEX TO THE NORTHEAST, TANGENT TO THE LAST DESCRIBED COURSE AND WHOSE CHORD BEARS NORTH 5 DEGREES 45 MINUTES 55 SECONDS WEST TO THE POINT OF INTERSECTION WITH THE AFORESAID SOUTHWESTERLY LINE OF LAKE STREET, SAID POINT OF INTERSECTION BEING 31.121 FEET AS MEASURED ALONG SAID SOUTHWESTERLY LINE NORTHWESTERLY OF THE HEREINABOVE DESIGNATED POINT OF BEGINNING; THENCE SOUTH 70 DEGREES 58 MINUTES 01 SECONDS EAST 31.121 FEET ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING IN COOK COUNTY ILLINOIS

PARCEL

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, A CORPORATION OF DELAWARE TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 26, 1972 AND KNOWN AS TRUST

(Continue! on next page)

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NUMBER 59990 DATED JULY 5, 1972 AND RECORDED JULY 26, 1972 AS DOCUMENT NO. 21994225
FOR RETENTION POINT OVER THE FOLLOWING:

THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF A PARCEL OF LAND
CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY QUIT CLAIM DEED RECORDED
DECEMBER 30, 1958 AS DOCUMENT NO. 17415288 AND KNOWN AS TRACT 7-4.7 WITH A LINE DRAWN
45 00 FEET MEASURED PERPENDICULARLY NORTHWESTERLY OF AND PARALLEL WITH THE CENTER
LINE OF CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY'S TRACK I. C. C. NO. 860;
THENCE SOUTH 22 DEGREES 47 MINUTES 42 SECONDS WEST, ALONG SAID PARALLEL LINE A
DISTANCE OF 1993.42 FEET; THENCE NORTH 37 DEGREES 57 MINUTES 42 SECONDS EAST A
DISTANCE OF 119.107 FEET; THENCE SOUTH 17 DEGREES 13 MINUTES 33 SECONDS WEST A
DISTANCE OF 20.52 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE OF 895.694
FEET RADIUS, CONVEX TO THE NORTHWEST, AND TANGENT TO THE LAST DESCRIBED LINE, A
DISTANCE OF 96.304 FEET TO THE POINT OF COMPOUND CURVE; THENCE SOUTHERLY ALONG SAID
COMPOUND CURVE, BEING THE ARC OF A CIRCLE OF 1311.43 FEET RADIUS, CONVEX WESTERLY,
AND WHOSE CHORD BEARS SOUTH 5 DEGREES 34 MINUTES 41 SECONDS EAST, AN ARC DISTANCE OF
326.755 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 17 SECONDS EAST ALONG A LINE TANGENT
TO SAID COMPOUND CURVE A DISTANCE OF 35.052 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF
A CIRCLE OF 402.414 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST
DESCRIBED LINE A DISTANCE OF 170.547 FEET; THENCE SOUTH 45 DEGREES 19 MINUTES 07
SECONDS EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC A DISTANCE OF 29.754
FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE OF 731.966 FEET RADIUS, CONVEX
TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 155.748 FEET
TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 66
DEGREES 15 MINUTES 10 SECONDS EAST A DISTANCE OF 39.897 FEET; THENCE SOUTH 13
DEGREES 05 MINUTES 07 SECONDS WEST A DISTANCE OF 311.00 FEET; THENCE NORTHWESTERLY
ALONG A STRAIGHT LINE A DISTANCE OF 715 FEET, MORE OR LESS, TO THE POINT OF BEGINNING
IN COOK COUNTY, ILLINOIS.

317 W. LAKE ST. NORTHLAKE, IL

15-06-300-005 + 15-06-100-001