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RECORDATION REQUESTED BY: FOREST PARK NATIONAL BANK & TRUST CO.
7348 WEST MADISON
FOREST PARK, IL 60130

WHEN RECORDED MAIL TO: FOREST PARK NATIONAL BANK &

TRUST CO. 7348 WEST MADISON FOREST PARK, IL 60130

SEND TAX NOTICES TO:

FOREST PARK MATIONAL BANK & TRUST CO. 7348 WEST MADISON

FOREST PARK, IL VALI 30

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

San/ra F. Herman 7348 W. Madison St rotes Park, IL 60130) CONNOR TITLE E ERVICES, INC.

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JANUARY 2, 1998, between Marani Ventures L.L.C., whose address is 7631 Monroe, Forest Park, IL 60130 (referred to below as "Grap or"); and FOREST PARK NATIONAL BANK & TRUST CO., whose address is 7348 WEST MADISON, FOREST PARK, IL 60130 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 7448 LINCOLN CT., FOREST PARK 11 60130. The Real Property tax identification number is 15-12-430-030-0000 (1 OF 2 - affects only a part of PiQ) and 15-12-430-031-0000 (2 of 2 - affects only a part of PIQ).

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Borrower. The word "Borrower" means Trust Number 4235.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the

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Note: is signing this Assignment only to grant and convey that Granton's interest in the Real Property and to gram is security interest in Granton's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enturce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities. ohis interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender. against Borrower, or any one of more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the flore, whether voluntary or otherwise, whether due or not due, absolute or comingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others. whether obligated as quaranton or otherwise, and whether recovery upon such indebtectness may be or herester may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may come otherwise unenforceable.

Lender. The war! "Lender" means FOREST PARK NATIONAL BANK & TRUST CO., its successors and assions.

Note. The word "Note" means the promissory note or credit agreement dated January 2, 1998, in the original principal amount of \$127,070.00 from Borrower to Lender, together with all renewals of extensions of modifications of refinancings of consolidations of and substitutions for the promissory note or agreement. The interest rate on the None is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 1.000 percentage points) our, the index, subject however to the following minimum and maximum rates, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be tess than 5,000. Per annum or more than (except for any higher delault rate shown below) the lesser of 19 doors, per annum to the maximum rate allowed by applicable law.

Property. The word "Property" means the real property, and all improvements thereon, described above in

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Desirion" section:

Related Documents. The words "Related Documents" may and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, quaranties, escurity agreements, mortgages, deeds of must and all other instruments, agreements, and documents, whether now or hereafter existing executed in connection with the indebtedness.

Rems. The word "Rems" means all rems, revenues, income, issues, comis and proceeds from the Property. whether due now or later, including without limitation all Rents trop all leases described on any exhibit attached to this Assignment

THIS ASSIGNMENT IS GIVEN TO SEQUEE: (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING. TERMS:

GRANTOR'S WALVERS. Grantor waives all rights or defenses arising by reason of any one action or "anti-deficiency" law, or any other tan which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise emitted to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender. (b) Grantor has the oil power, right, and authority to enter into this Assignment and to bypothesate the Property. (c) the provisions of this Assignment do not conflict with, or result in a default under any agreement or other Instrument binding upon Grantor and do not result in a violation of any law, requiration, court decree or order applicable to Grantor. (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the credit continuess of

ROSPOWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Bondwer about any action or maction.

Lender takes in contention with this Assignment. Bondwer assumes the responsibility for being and keeping.

Page 3

informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any defay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment. Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the

Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances. and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Crantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Pents to Lender.

No Prior Assignment Crantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force

No Further Transfer. Grandor will not sell, assign, encumber, or otherwise dispose of any of Grandor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT AZNTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to Le paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons tible therefor, all of the Rems; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Flenry and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair, to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, sometimes and water utilities, and the premiums on the and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to lazze all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from the of expenditure until paid. date of expenditure until paid

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. It, however, payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's

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property, or (c) by reason of any sentement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the trulettedness shall be considered umaid for the purpose of enterprenent of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case (vay be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement endencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise retaining to the indebtedness or to this Assignment.

EXPENDITURES BY LENDER. If Gramor tails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property Lender on Gramor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will be at interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Gramor. All such expenses, at Lender's option, will (a) be payable on demand. (b) be added to the balance of the Note and be appointed among and be payable with any installment payments to become one during either (0 the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balance payment which will be due and payable at the Note's manning. This Assignment also will secure payment of these amounts. The nothis provided for in this paragraph shall be in addition to any other rights or any rem of at the addition to any other rights or any rem of as to which Lender may be emitted on account of the datable. Any such action by Lender half not be construct as cump the datable so as to bar Lender from any remedy that it otherwise would have half

DEFAULT. Each of the Coloring, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Scalue of Borrower to make any payment when due on the Indebtedness.

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

False Statements. Any warranty, retirement on statement made or turnished to Lender by or on behalf of Granton or Borrower under this Assument, the Note or the Related Documents is talse or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral occurrents to create a valid and perfected security interest or lien) at any time and for any reason.

Other Debuts. Failure of Grantor or Borrower to samply with any term, obligation, covenant, or condition, covenant or condition, covenant between Grantor or Lourower and Lender.

bisolvency. The dissolution or termination of the Trust, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Courtner's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

Foredoure, Foreigne, etc. Commencement of threchouse or forteinne proceedings, whether by indicial proceeding, self-bein, repossession or any other method, by any country it or of Grantor or by any governmental agency against any of the Property. However, this subsection of all but apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the torecosure or threfaither proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lender.

Events Affecting Castantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Charge. A material adverse change occurs in Borrower's financial condition of Lender believes the prospect of payment or performance of the indeptedness is impaired.

Inscrinty. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in autition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender stall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's Costs, against the independences. In hutherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Continue interocably designates Lender as Granton's attorney-in-fact to endorse instruments received in payment thereof in the name of Granton and to negotiate the same and collect the proceeds. Payments by tender thereof in the name of Granton and to negotiate the same and collect the proceeds. Payments by tenders or other users to Lender in response to Lender's demand shall satisfy the obligations for which the harmonis are made, whether or hat any proper grounds for the demand ensied. Lender may exercise is rights under this subparagraph either in person, by agent, or through a receiver.

Promises to Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding injectosure or sale, and to collect the Ranis from the Property

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and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mongagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attomeys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, which ilimitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankupicy anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and consultat in accordance with the laws of the State of Illinois.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consert of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity, however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the panits, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, hencer, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Assignment.

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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GRANTOR'S MARILITY This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses that power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other problem has a such liability, it any, being expressly waived by Lender and by every person occur or tereaties claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or concern of any intelligencess shall look solely to the Property for the payment of the Note and berein or by action to enforce the personal liability of any quarantor. quarantor.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND SMORT STLANT STRUCK ACTUACES

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Qn (his 240 day of Allin Mas	19 10 helpre me, the undersigned (to any Public, personally b). Owner and Owner of Murani Ventures L.L.C., and scoom to me to
bea	chorized agents of the corporation	that executed the Assignment of Rents and acknowledued the Assignment
to be	the free and voluntary act and de	ed of the corporation, by authority of its Bylaws or by resolution of its board
of di	ectors, for the uses and purposes	therein mentioned, and on oath stated that they are authorized to execute
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PARCEL 1:

THE NORTH 10 FEET OF LOT 23 IN BRUHN'S SUBDIVISION OF BLOCK 22 (EXCEPT THE SOUTH 68.60 FEET THERSOF) IN BAILROAD ADDITION TO TOWN OF HARLEM, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, BANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF BLOCK 22 IN THE SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, DECRIBED AS FOLLOWS TO AT.

BEGINDING AT A WITH TO THE HASTBELY SIDE OF BELOIT STREET (OR DES PLAIRES AVENUE) 186.5 PEAT PUTHESTERLY FROM THE MORTHMEST CORNER OF SAID BLOCK; THEREOE HASTBELY 150 FRET; THERE SOUTH 50 FRET; THEREOE WEST PAPALLEL TO THE SOUTH LIBER OF BLOCK 22 TO THE RAST LIBE OF SAID STREET (OR DES PLAIRES AVENUE); THEREOE MORTHMELY ALONG THE HAST LIBE OF SAID STREET OR AVENUE TO THE BOILT OF BEGINNING ACCORDING TO THE MAD RECORDS IN BOOK 161 OF MAPS PAGE 63 IN COOK COURTY.

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