UNOFFICIAL CQ: 103254907

1998-04-01 13:17:39

BOX 333.CT

Cook County Recorder

41.00

This Document Prepared By and After Recording Return To:

Eric M. Roberson Chapman and Cutler 111 West Monroe Street Chicago, Illinois 60603

7461 735 DI TB 888

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that THE WEXFORD LIMITED PARTNERSHIP, an Illinois limited partnership with an address at c/o Kimball Hill, Inc., 5999 New Wilke Road, Suite 504, Rolling Meadows 60806 (the "Assignor"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, do hereby assign, transfer and set over unto HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, with an office at 111 West Monroe Street. Chicago, Illinois 60690 (the "Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leaves or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements thereto and renewals thereof at any time made, all relating to the fee simple estate in the real estate situated in the County of Cook State of Illinois, described in Schedule Lattached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the leases and all rights under guarantees or against guarantors of the obligations of lessees under such leases (individually a "Lease" and collectively, the "Leases").

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on the indebtedness evidenced by that certain Promissory Note of the Assignor bearing even date herewith and payable to the order of the Assignee in the face principal sum of \$8,850,000 and any notes issued in extension or renewal thereof or in substitution therefor (all of the foregoing being hereinafter

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UNOFFICIAL COP8254907 Page 2 of 11

collectively referred to as the "Term Note"), (ii) the payment in full of all principal of and interest on the indebtedness evidenced by that certain Revolving Promissory Note of Assignor bearing even date herewith and payable to the order of the Assignee in the face principal sum of \$3,000,000, and any notes issued in extension or renewal thereof or in substitution therefor (all of the foregoing being hereinafter referred to as the "Revolving Note"; the Term Note and the Revolving Note being hereinafter referred to collectively as the "Notes"), (iii) the payment in full of all sums owing in connection with the letters of credit issued by Assignee under the Loan Agreement for the account of Assignor (the "Letters of Credit") pursuant to the terms of separate applications and agreements for letters of eredirex cented by Assignor (collectively, the "Applications"), including the obligation of Assignor to reimburse Assignee for any draws under the Letters of Credit (collectively, the "Reimbursement Obligations"), (iv) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Construction Mortgage and Security Agreement with Assignment of Rents bearing even date herewith from the Assignor to the Assignee (such Mortgage, as it may be from time to time amended, modified, supplemented or extended, is hereinafter referred to as the "Mortgage"), conveying and mortgaging the premises as security for the Notes, the Reimbursement Obligations and any and all other indebtedness intended to be secured thereby, (v) the observance and performance of all obligations, covenants, promises and agreements of the Assignor pursuant to that certain Construction Loan Agreement bearing even date herewith executed by the Assignor and the Assignee, as amended from time to time (the "Loan Agreement") and in any other loan or other agreements setting forth terms and conditions applicable to the indebtedness evidenced by the Notes or the Applications or providing collateral security therefor, and (vi) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in collecting or enforcing the payment of the Notes and the other indebtedness referred to in the foregoing clauses (i), (ii), (iii), (iv) and (v) or it realizing upon or protecting any collateral security therefor, including without limitation his Assignment (the Notes, the Letters of Credit and other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii), (iv), (v) and (vi) above being hereinafter collectively referred to as the "indebtedness hereby secured").

The Assignor does hereby irrevocably constitute and appoint the Assignor the true and lawful attorney-in-fact of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead, to ask, demand, collect, receive, receip; for, sue, compound and give acquittance for any and all sums due or to become due under ary Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to collect any and all sums due or to become due under any Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

The Assignor warrants to the Assignee that the Assignor has good right to make and be bound by this Assignment and that the Assignor has not heretofore alienated, assigned,

UNOFFICIAL COPSZ54907 Page 3 of 11

pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

Notwithstanding the foregoing provisions making and establishing the present and absolute transfer and assignment of all rents, earnings, income, issues and profits as aforesaid, and so long as no event of default shall exist under the Notes, the Applications, the Loan Agreement or the Mortgage, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than 30 days in advance and to enjoy all of the rights and privileges of the lessor under any Lease, including without limitation the right to enforce the obligations of any lessee under any Lease.

The Assigner hereby irrevocably consents to and authorizes and directs that the lessee or tenant under any trase upon demand and notice from the Assignee of the Assignee's right to receive the rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such lessee or tenant to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assigner to the contrary. The Assigner hereby waives any right or claim against any lessee or tenant for any such rents and other some paid by such lessee or tenant to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents. issues and profits of the premises and in furtherance thereof, Assignor agrees that in the event of a default under the Mortgage, whether before or after the Notes are declared due in accordance with their terms or under the terms of the Wortgage and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assigned may, at its option, to the extent permitted by law, (i) take actual possession of the premises heremabove described, or of any part thereof, personally or by agent or attorney, as for condities, broken, and with or without force, enter upon, take, and maintain possession of all or any part of said premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor and its agents or servants therefrom and hold, operate, manage and control the premises, and at the expense of the Assignor, the cost and expenses of what shall be secured hereunder, from time to time cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the premises, or any part thereof, and insure and reinsure the same, and lease the premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and cancel any lease or sublease for any cause or on any ground that would entitle the Assignor to cancel the same, and in every such case have the right to manage and operate the premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the premises, proceed to enforce the Leases and collect all sums due or to become due thereunder, provided, however, that by so doing Assignee shall not be deemed to be an assignee in possession or to have assumed or become responsible or liable for any obligations of Assignor arising under the Leases or in respect thereof or

(iii) have a receiver appointed of all or any portion of the premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Assignor hereby consents to the appointment of such receiver and shall not oppose any such appointment.

After payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed by Assignee in connection with the operation, management and control of the premises and the conduct of the business thereof, and, to the extent permitted by law, such further stars as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, Assignee shall credit the net amount of income which Assignee may receive by virtue of this Assignment and from the premises to any and all amounts due or owing to Assigned under the terms and provisions of the Notes, the Letters of Credit, the Applications, the Mortrage and the Loan Agreement, whether or not the same may then be due or be otherwise adequately secured. Assignee shall have the right, but not the duty, to apply such net income to the discharge of any other lien or charge upon the premises or to completion of the improvements being financed out of the proceeds of the Notes or the Letters of Credit. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Assignce. Assignce shall be subrogated to any lien or charge discharged out of the rents, income and profits of the premises.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. The Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignor covenants and agrees (i) to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, (ii) except as otherwise provided in the Loan Agreement, not to assign or encumber further its rights under the Leases or its rights to the rents or other sums due or to become due thereunder, (iii) except as otherwise provided in the Loan Agreement, not to suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the prior written consent of Assignce, and (iv) to comply with all of the provisions of the Loan Agreement regarding Leases and amendments, modifications and terminations thereof.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the premises by the Assignee, be deemed or construed to constitute the Assignee an assignee in possession nor thereafter impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to

UNOFFICIAL COPS 254907 Fage 5 of 11

perform or discharge any obligation, duty or liability of the landlord or Assignor under any Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for liability to Assignor for Assignee's gross negligence or willful misconduct. Should the Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount of such liability, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate (as such term is defined in the Mortgage) shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee observer immediately upon demand, and Assignor's obligation so to pay shall survive payment of the indebtedness hereby secured and the release of this Assignment and the Mortgage.

The rights and remedies of the Assignee hereunder are cumulative and are not in lieu of, but are in addition to any rights or remedies which the Assignee shall have under the Notes, the Applications, the Mortgage or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, previsions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights hereunder.

The right of the Assignee to collect and receive the repts assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

This Assignment shall be assignable by the Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby.

UNOFFICIAL COPY8254907 Page 4 of 11

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this day of March, 1998.

THE WEXFORD LIMITED PARTNERSHIP, an Illinois limited partnership

By: KIMBALL HILL, INC., an Illinois corporation, Property of County Clark's Office lis sole general partner

UNOFFICIAL COPSY54907 Fage 7 of 11

STATE OF ILLINOIS)
COUNTY OF CovK) SS.
In Jacqueline D. Butler a Notary Public in and for said County, in the State aforesaid, do hereby certify that Birde K. 1911. Chairman and Chief Breedilive Officer of Kimball Hill, Inc., an Illinois corporation, the sole general partner of The Wexford Limited Partnership, an Illinois United partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation on behalf of the limited partnership for the uses and purposes therein set forth.
Given under my hand and notarial seal, this 25th day of March, 1998.
(frapulini () frats Notury Public
Tarquetine D. Buller
(TYPE OR PRINT NAME)
(SEAL) OFFI L SEAL
My Commission Expires:

SCHEDULE 1

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE FREMISES KNOWN AS ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 27, THENCE NORTH, 1908 FEET; THENCE WEST, 2360 FEET TO THE CENTER OF A 3 ROD ROAD; THENCE SOUTH ALONG THE CENTER LINE OF SAID ROAD, 3475 FEET TO THE SOUTH LINE OF AN EAST AND WEST ROAD; THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD, 2360 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE QUARTER SECTION LINE, 1562.5 FEET TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID PREMISES, 223 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID PREMISES, 586 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID PREMILES, 150 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID PREMISES, S86 FEET TO THE WEST LINE THEREOF; THENCE NORTH ON THE WEST LINE OF SAID PREMISES, 150 PEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART THEREOF FALLING IN QUINTEN ROAD ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT NO 23511292, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE PREMISES KNOWN AS ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE MORTHWEST 1/4 OF SECTION 34, TOWNSYLT 42 MORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH, 1308 FEET; THENCE WEST, 2360 FEET TO THE CENTER OF A 3 ROD ROAD; THENCE SOUTH ALONG THE CENTER LINE OF SAID ROAD, 3475 FEET TO THE SOUTH LINE OF AN EAST AND WEST ROAD, THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD, 2360 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE QUARTER SECTION LINE, 1573.5 FEET TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID PREMISES, 373 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE LIST PARALLEL WITH THE NORTH LINE OF SAID PREMISES, 586 FEET; THENCE SOUTH PARALLY, WITH THE WEST LINE OF SAID PREMISES, 593.35 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID PREMISES, 586 FEET TO THE WEST LINE THEREOF; THENCE NORTH ON THE WEST LINE OF SAID PREMISES, 593.35 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART THEREOF FALLING IN QUINTEN ROAD ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT NO. 23511292, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE PREMISES KNOWN AS ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF MAID SECTION 27; THENCE NORTH, 1908 FEET; THENCE WEST, 2360 FEET TO THE CENTER OF A 3 ROD ROAD; THENCE SOUTH ALONG THE CENTER LINE OF SAID ROAD, 1475 FEET TO THE MOUTH LINE OF AN EAST AND WEST ROAD; THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD, 2360 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCH NORTH ALONG THE QUARTER SECTION LINE, 1562.5 FEET TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE EAST LINE OF THE

SCHEDULE 1

LEGAL DESCRIPTION

SOUTHWEST 1/4 OF SAID SECTION 27, 926.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH ON THE EAST LINE OF SAID SOUTHWEST 1/4, 981.80 FEET TO THE NORTHEAST CORNER OF SAID PREMISES; THENCE WEST ON THE NORTH LINE OF SAID PREMISES, 2360 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON THE WEST LINE OF SAID PREMISES, 223.00 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID PREMISES, 180 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID PREMISES, 759.80 FEET, THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID PREMISES, 1775.00 FEED TO THE PLACE OF SEGINNING, EXCEPTING THEREFROM ALL THAT PART THEREOF FALLING IN QUINTEN ROAD ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT 100 13511292, IN COOK COUNTY; ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST 1/2 JT THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10. EAST OF THE THIRD PLINTIPAL MERIDIAN, LYING NORTH OF A LINE 1908 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 AND LYING SOUTH OF THE SOUTHERLY LINEN OF EUCLID AVENUE ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT NO. 33511292, EXCEPTING THEREFORM THE WEST 309.5 FEET OF THE NORTH 528 FEET OF SAID EAST 1/2 OF THE SOUTHWEST 1/4,

ALSO

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 O' SECTION 27, TONWSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 1908 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, LYING SOUTH OF THE SOUTHERLY LINE OF EUCLID AVENUE ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT_NO. 33511292 AND LYING EAST OF THE EASTFRLY LINE OF QUINTEN ROAD ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT NO. 23511292, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE WEST 309.5 FEET OF THE NORTH 528 FEET OF THE EAST 1/7 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE FILED PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF EUCLID AVENUE ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT NO. 23511292, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 1908 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, LYING WEST OF THE CENTER LINE OF A 3 ROD ROAD (NOW VACATED) FORMERLY KNOWN AS QUINTEN ROAD AND LYING EAST OF THE EASTERLY INE OF RELOCATED QUINTEN ROAD ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT NO. 23511292, IN COOK COUNTY, ILLINOIS.

PARCELS 1 THROUGH 6 ABOVE, TAKEN AS A TRACT, ARE DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MURIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, 926.20 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 27, SAID POINT OF BEGINNING BEING AT THE

UNOFFICIAL COPP254907 Page 10 of 11

SCHEDULE I Polling The Rome !

LEGAL DESCRIPTION Fallet , se

INTERSECTION OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, WITH THE NORTH LINE OF PLUM GROVE CRIEK PHASE 1. A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1977 AS DOCUMENT NO. 24111291, AS SAID NORTH LINE OF PLUM drove creek plase 1 14 staked, monumented and occupied; Thence south 89 degrees 56 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID PLUM GROVE CREEK PHASE 1 AS STAKED, MONUMENTED AND OCCUPIED AND ALONG THE NORTH LINE OF PLUM GROVE CREEK PHASE 2, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1978 AS DOCUMENT NO. 24621516, AS SAID NORTH LINE OF PLUM CROVE CREEK PHASE 2 IS STAKED, MONUMENTED AND OCCUPIED, 1771.36 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE NORTH OO DEGREES 12 MINUTE(1)8 SECONDS WEST ALONG THE EAST LINE OF LOT 41 IN SAID PLUM GROVE CREEK PHASE 2, AS 3/11 EAST LINE OF LOT 41 IS STAKED, MONUMENTED AND OCCUPIED, 13.17 FERT TO THE NORTHEAST MORNER OF SAID LOT 41, THENCE SOUTH 89 DEGREES, 57 MINUTES, 17 SECONDS WEST ALONG THE NORTH LINE OF LOTS 41 TO 46, INCLUSIVE, IN SAID PLUM GROVE Creek phase 2, as sait northaline is staked, monumented and occupied, 537.00 feet to THE EAST LINE OF QUINTEN ROAD ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT NO. : 3511292 THE FOLLOWING 4 COURSES ARE ALONG THE EASTERLY LINE OF QUINTEN ROAD ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT NO. 21511292; THENCE NORTY: OR DEGREES 17 MINUTES 38 SECONDS WEST, 274.18 FRET; THENCE NORTH OLDEGREES 10 MINUTES 47 SECONDS EAST, 412.12 FEET; THENCE NORTH 12 DEGREES 07 MINUTES 18 SECONDS WEST, 130.83 FRET; THENCE NORTH 18 DEGREES 29 MINUTES 36 SECONDS WEST, 210.39 FEET TO THE SOUTHERLY LINE OF EUGLID AVENUE ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT PS. 23511292; THE FOLLOWING 10 COURSES ARE ALONG THE SOUTHERLY LINE OF EUCLID AVENUE ACCORDING TO THE RIGHT OF WAY PLAT RECORDED JUNE 8, 1976 AS DOCUMENT NO. 23511292; THENCE NORTH 71 DEGREES 16 MINUTES 22 SECONDS EAST, 69.60 FEET; THENCE NORTH 77 DEGREES 42 MINUTES 15 SECONDS EAST, 351.57 FEET; THENCE NORTH 74 DEGREES 45 MINUTES OF SECONDS EAST, 400 18 FEBT; THENCE NORTH 65 DEGREES 02 MINUTES 20 SECONDS EAST, 100.60 FEET; THENCE MORTH 62 DEGREES 24 MINUTES 44 SECONDS EAST, 303.66 FEET; THENCE MORTH 76 DEGREES 2 MINUTES 33 SECONDS EAST, 200.81 FEET, THENCE NORTH 73 DEGREES SO MINUTES 48 SECONDS ARST, 339.77 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 21 SECONDS EAST, 252.39 FEET; THENGE NORTH 71 DEGREES 30 MINUTES 53 SECONDS EAST, 294.42 FEET; THENCE NORTH 87 DEGREES 12 MINUTES 54 SECONDS EAST, 480.67 FEET; TO AN INTERSECTION WITH THE EAST LINE OF THE SOUT. WEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1653.73 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 2 AND 3 IN BLOCK 28 IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE ESTATE UNIT NUMBER 3, BEING A SUBCIVISION OF PART OF SECTION 26 AND SECTION 27, TOWNSHIP 42 NORTH, RANGE 10 EAST CF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF LOT 2 IN BLOCK 28 OF A.T. MCINTOSH AND COMPANY'S PALATINE ESTATES UNIT NO. 3, A SUBDIVISION OF PARTS OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF SAID LOT 2, 20 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EASTERLY TO A POINT 81 FEET EAST OF AND 20 FEET SOUTH OF SAID NORTHWEST CORNER (AS PEASURED ON THE NORTH LINE OF SAID LOT 2 AND AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY TO A POINT 181 FEET EAST OF AND 30 FEET SOUTH OF SAID NORTHWEST CORNER (AS PEASURED ON SAID NORTH LINE AND AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY TO A POINT IN THE EAST LINE OF SAID LOT 2, 30 FEET SOUTH OF THE NORTH LINE THEREOF), IN COOK COUNTY, ILLINOIS.

SCHEDULE I

LEGAL DESCRIPTION

PERMANENT INDEX: NUMBER: 02-27-301-003-0000

Probably Of Cook County Clark's Office