

ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS, made as of the 28th day of May, 1987, by LASALLE NATIONAL BANK, not personally, but as Trustee under a Trust Agreement dated June 26, 1984, and known as Trust No. 108573 (hereinafter referred to as "Trustee"), and CR ASSOCIATES, an Illinois general partnership, the sole beneficiary of said Trust (hereinafter referred to as the "Beneficiary") (Trustee and the Beneficiary are hereinafter collectively referred to as "Assignor"), in favor of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (hereinafter referred to as "Assignee");

7119 104 D2

W I T N E S S E T H:

WHEREAS, Assignee has agreed to make a loan (hereinafter referred to as the "Loan") to Assignor, which Loan is evidenced by that certain Construction Mortgage Note of even date herewith (hereinafter referred to as the "Note") made by Assignor and payable to the order of Assignee in the principal amount of Eighteen Million Six Hundred Fifty Thousand Dollars (\$18,650,000.00), including any amendments, modifications, extensions, and renewals thereof and any supplemental note or notes increasing such indebtedness, and secured by, among other documents and instruments, that certain Construction Mortgage (hereinafter referred to as the "Mortgage") of even date herewith made by Assignor to Assignee and recorded in the real estate records of Cook County, Illinois, and encumbering the real property located in Cook County, Illinois, legally described in Exhibit "A" attached hereto and incorporated by reference (hereinafter referred to as the "Premises"); and

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WHEREAS, as a condition of the Loan, Assignee requires this Assignment of Leases, Rents and Profits to secure the indebtedness of Assignor to Assignee, as well as to secure the performance and fulfillment of all other terms, covenants, conditions and warranties contained in the Note, Mortgage, and other Loan Documents (as defined in the Note and Mortgage), and in any extensions, amendments, modifications, supplements, and other consolidations thereof;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, jointly and severally, does hereby assign, transfer, set over and convey unto Assignee all of Assignor's right, title and interest in, to and under any and all leases, subleases or other tenancies, whether written or oral, which may now or at anytime hereafter exist, and any and all amendments, modifications, extensions, renewals, and replacements thereof, upon all or any part of the real property located in Cook County, Illinois, legally described in Exhibit "A" attached hereto and incorporated by reference (hereinafter referred to as the "Premises") (all of the leases, subleases and tenancies referred to above are hereinafter referred to as the "Leases");

Together with any and all guaranties of tenants' performance under the Leases;

Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, proceeds and profits (hereinafter referred to as the "Rents"), now due or which may hereafter become due or to which Assignor may now or may hereafter become entitled or which Assignor may demand or claim, including those Rents coming due during any redemption period, arising or issuing from or out of the Leases

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or otherwise from or out of the Premises or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents, and liquidated damages following default, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Premises, and all escrow accounts or security deposit accounts, together with any and all rights and claims of any kind that Assignor may have against any tenant under the Leases or any subtenants or occupants of the Premises;

To have and to hold the same unto the Assignee, its successors and assigns, until termination of this Assignment as hereinafter provided;

Subject, however, to the right hereby granted by Assignee to Assignor to collect and receive the rents prior to the occurrence of a default hereunder; provided, however, that this right is limited as hereinafter set forth.

In order to protect the security of the assignment, Assignor covenants and agrees as follows:

1. Assignor's Covenants Concerning Leases and Rents. Trustee represents and covenants and the Beneficiary represents and warrants that:

(a) Assignor has good title to the Leases and Rents hereby assigned and good right and authority to assign them, free from any act or other instrument that might limit Assignor's right to make this Assignment or Assignee's rights hereunder, and no other person, firm, or corporation has any right, title, or interest therein;

(b) Assignor has duly and punctually performed all the terms, covenants, conditions and warranties of the Leases that were to be kept, observed, and performed by it;

(c) All existing Leases, if any, are valid, unamended and unmodified and in full force and effect, except as indicated herein;

(d) Assignor has not previously sold, assigned, transferred, mortgaged, or pledged the Rents from the Premises, whether they are due now or to become due hereafter;

(e) Any of the Rents due and issuing from the Premises or from any part thereof for any period subsequent to the date hereof have not been collected, and payment thereof has not otherwise been anticipated, abated, conceded, waived, released, discounted, set off, or compromised; and

(f) Assignor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued rents; and

(g) The tenants under existing Leases, if any, are not in default of any of the terms thereof.

2. Assignor's Covenants of Performance. Assignor covenants and agrees to:

(a) Observe, perform, and fulfill, duly and punctually, all the obligations, terms, covenants, conditions, and warranties of the Note, Mortgage, other Loan Documents, and all existing and future Leases affecting the Premises that Assignor is to keep, observe, and perform, and give prompt notice to Assignee of any failure on the part of Assignor to observe, perform, and discharge the same;

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(b) Give prompt notice to Assignee of any notice, demand, or other document received by Assignor from any tenant or subtenant under the Leases specifying any default claimed to have been made by the Assignor under the Leases;

(c) Give prompt notice to Assignee of any notice, demand, or other document given by Assignor to any tenant or subtenant under the Leases specifying any default claimed to have been made by such tenant or subtenant under the Leases;

(d) Enforce or secure the performance of each and every obligation, term, covenant, condition, and warranty in the Leases to be performed or fulfilled by any tenant, and notify Assignee of the occurrence of any default under the Leases;

(e) Appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties, or liabilities of Assignor and any tenant thereunder;

(f) Pay all costs and expenses of Assignee, including attorneys' fees, in any action or proceeding in which Assignee may appear in connection herewith; and

(g) Neither create nor permit any lien, charge, or encumbrance upon its interest in the Premises, Leases, or Rents, or as lessor of the Leases, except for the lien of the Mortgage or as provided in the Mortgage.

3. Prior Approval for Actions Affecting Leases. Assignor further covenants and agrees that it shall not, without the prior written consent of the Assignee:

(a) Receive or collect any Rents, in cash or by promissory note, from any present or future tenant of the Premises or any part thereof for a period of more than one (1) month in advance of the date on which such payment is due, or further pledge, transfer, mortgage, or otherwise encumber or assign the Leases or future payments of Rents, or incur any indebtedness, liability or other obligation to any tenant;

(b) Waive, excuse, condone, abate, concede, discount, set off, compromise, or in any manner release or discharge any tenant under any Lease of the Premises of and from any obligation, covenant, condition or warranty to be observed, performed or fulfilled by the tenant, including the obligation to pay the rents thereunder in the manner and at the place and time specified therein;

(c) Cancel, terminate, or consent to any surrender of any of the Leases, permit any cancellation or termination, commence an action of ejectment or any summary proceedings for dispossession of the tenant under any of the Leases, or exercise any right of recapture provided in any Lease, or consent to any assignment of or subletting under any of the Leases;

(d) Lease any part of the Premises, or renew or extend the term of any Lease of the Premises (unless an option therefor was originally reserved by the tenant in the Lease for a fixed and definite rental) or modify or alter any material term of any Lease.

4. Rejection of Leases. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Act or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so rejected, no settlement for damages shall be made without the prior written consent of the Assignee, and any check in payment of damages for rejection of any such Lease will

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be made payable both to the Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment as Assignee may elect.

5. Default Deemed Default Under the Note and Mortgage. In the event any representation or warranty of Assignor made herein shall be found to be untrue, or Assignor shall default in the performance or fulfillment of any obligation, term, covenant, condition, or warranty herein the Assignee may, at its option, declare each such instance to be a default under the Note and Mortgage, thereby entitling Assignee to declare all sums secured hereby immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and herein, as well as by law.

6. Right to Collect Rents. As long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance or fulfillment of any other obligation, term, covenant, condition, or warranty contained herein or in the Note, Mortgage, other Loan Documents, or in the Leases, Assignor shall have the right under a license granted hereby, but limited as provided in the following paragraph, to collect, but not prior to accrual, all of the Rents arising from or out of said Leases or any renewals, extensions, and replacements thereof, or from or out of the Premises or any part thereof. Assignor shall receive such Rents and shall hold them as a trust fund to be applied as required under the terms and conditions of the Note, Mortgage and other Loan Documents, and Assignor hereby covenants to so apply them before using any part of the same for any other purposes, in such order as Assignee may direct, to the payment of taxes and assessments upon said Premises before penalty or interest is due thereon; to the cost of insurance, utilities, maintenance, repairs, replacements and renovation, required by the terms of the Note, Mortgage and other Loan Documents; to the establishment of reserves for real estate taxes, insurance and deferred maintenance; to the satisfaction of all obligations specifically set forth in the Leases; and to the payment of interest and principal becoming due on the Note.

7. Enforcement and Termination of Right to Collect Rents. Upon or at any time after a default in the payment of any indebtedness secured hereby or in the performance or fulfillment of any obligation, term, covenant, condition, or warranty contained herein, in the Note, Mortgage, other Loan Documents, or in the Leases, Assignee shall have, at its option and without further notice, the complete right, power and authority to exercise and enforce any or all of the following rights and remedies at any time:

(a) To terminate the right granted to Assignor to collect the Rents without taking possession, and to demand, collect, receive, sue for, attack, and levy against the Rents in Assignee's own name; to give proper receipts, releases, and acquittances therefor; and after deducting all necessary costs and expenses of operation and collection, including attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine, and this Assignment shall constitute a direction to and full authority to any lessee, tenant, or other third-party who has heretofore dealt or may hereafter deal with Assignor or Assignee, at the request and direction of Assignee, to pay all Rents owing under any lease or other agreement to the Assignee without proof of the default relied upon, and any such lessee, tenant, or third-party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Assignor in so doing) any

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request, notice or demand by the Assignee for the payment to the Assignee of any Rents or other sums which may be or may thereafter become due under its lease or other agreement, or for the performance of any undertakings under any such lease or other agreement, and shall have no duty to inquire as to whether any default hereunder or under the Loan Documents has actually occurred or is then existing;

(b) To declare all sums secured hereby immediately due and payable and, at its option, exercise all or any of the rights and remedies contained in the Note, Mortgage, and other Loan Documents;

(c) Without regard to the adequacy of the security or the solvency of Assignor, with or without any action or proceeding through any person, by agent, or by a receiver to be appointed by a court, and without regard to Assignor's possession, to enter upon, take possession of, manage, and operate the Premises or any part thereof; make, modify, enforce, cancel, or accept surrender of any Leases now or hereafter in effect on said Premises or any part thereof; remove and evict any lessee; increase or decrease rents; clean, maintain, repair or remodel the Premises; otherwise do any act or incur any costs or expenses that Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession; and apply the Rents so collected in such order as Assignee shall deem proper to the payment of costs and expenses incurred by Assignee in enforcing its rights and remedies hereunder, including court costs and attorneys' fees, and to the payment of the operation and management of the Premises, including management and brokerage fees and commissions and to the payment of the indebtedness evidenced by the Note and secured by the other Loan Documents; and

(d) Require Assignor to transfer all security deposits to Assignee, together with all records evidencing these deposits.

Provided, however, that the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges, and authority so created, shall not, prior to entry upon and taking possession of said Premises by Assignee, be deemed or construed to constitute assignee a "Mortgagee in Possession," nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Premises, to take any action hereunder, to expend any money, incur any expenses, or perform or discharge any obligation, duty, or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any lessee thereunder and not assigned and delivered to Assignee. Furthermore, Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm, or corporation in or about the Premises.

Provided further, that the collection of the rents and their application as aforesaid and/or the entry upon and taking possession of the Premises shall not cure or waive any default; waive, modify, or affect any notice of default required under the Note or Mortgage; or invalidate any act done pursuant to such notice.

The rights, powers and remedies conferred on Assignee hereunder (a) shall be cumulative and concurrent with and not in lieu of any other rights, powers and remedies granted Assignee hereunder or under the Note, Mortgage or other Loan Documents; (b) may be pursued separately, successively or concurrently against Assignee, Beneficiary or the Premises; (c) may be exercised as often as occasion therefor shall arise, it being agreed by Mortgagor that the exercise or failure to exercise any of the same

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shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse; and (d) are intended to be, and shall be, non-exclusive.

8. Authority to Cure Default. Assignee shall have the right and option at any time or from time to time, in its sole discretion (but under no circumstances shall it be required or obligated), to take in its name or in the name of Assignor such action as Assignee may determine to be necessary to cure any default of Assignor under any of the Leases, whether or not any applicable cure or grace period has expired. Assignor and Beneficiary agree to protect, defend, indemnify and hold Assignee harmless from and against any and all loss, cost, liability or expense (including, but not limited to, attorneys' fees and expenses) in connection with Assignee's exercise of its rights hereunder.

9. Appointment of Attorney. Assignor hereby constitutes and appoints Assignee its true and lawful attorney, coupled with an interest of Assignor, so that in the name, place and stead of Assignor, the Assignee may subordinate, at any time and from time to time, any Leases affecting the Premises or any part thereof to the lien of the Mortgage, any other mortgage or deed of trust encumbering the Premises, or any ground lease of the Premises, and request or require such subordination where such option or authority was reserved to Assignor under any such Leases, or in any case where Assignor otherwise would have the right, power or privilege so to do. This appointment is to be irrevocable and continuing, and these rights, powers, and privileges shall be exclusive in Assignee, its successors, and assigns as long as any part of the indebtedness secured hereby shall remain unpaid.

10. Indemnification. Assignor hereby agrees to indemnify and hold Assignee harmless from any and all liability, loss, damage, or expense that Assignee may incur under, or by reason or in defense of, any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but not limited to, any claims by any tenants of credit for rental for any period under any Leases more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Should Assignee incur any such liability, loss, damage, or expense, the amount thereof, including attorneys' fees, with interest thereon at the Default Rate set forth in the Note, shall be payable by Assignor immediately without demand, and shall be secured as a lien hereby and by the Mortgage.

11. Records. Until the indebtedness secured hereby shall have been paid in full, Assignor shall deliver to Assignee executed copies of any and all Leases and all future Leases upon all or any part of the Premises, and will, if Assignee requests, specifically transfer and assign such Leases upon the same terms and conditions as herein contained, but Assignor acknowledges and agrees that such specific assignment and transfer shall not be required to make this Assignment operative with respect to such future Leases. Assignor hereby covenants and agrees to make, execute, and deliver to Assignee upon demand and at any time any and all further or additional assignments, documents and other records and instrument, including, but not limited to, rent rolls and books of account sufficient for the purpose, that Assignee may deem to be necessary or advisable for carrying out the purposes and intent of, or otherwise to effectuate, this Assignment.

12. No Waiver. The failure of Assignee to avail itself of any of the terms, covenants, and conditions of this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note, Mortgage, or other Loan Docu-

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ments, or the laws of the state in which the said Premises are situated. The rights of Assignee to collect the said indebtedness, to enforce any other security therefor, or to enforce any other right or remedy hereunder may be exercised by Assignee either prior to, simultaneously with, or subsequent to, any other action taken hereunder and shall not be deemed an election of remedies.

13. Primary Security. This Assignment of Leases, Rents and Profits is primary in nature to the obligation evidenced and secured by the Note, Mortgage, and other Loan Documents, and any other document given to secure and collateralize the indebtedness. Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral; however, nothing herein contained shall prevent Assignee from successively or concurrently suing on the Note, foreclosing the Mortgage, or exercising any other right under the Loan Agreement or any other document collateralizing the Note.

14. Merger. (i) The fact that the Leases or the leasehold estates created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises, (ii) the operation of law, or (iii) any other event shall not merge any Leases or the leasehold estates created thereby with the fee estate in the Premises as long as any of the indebtedness secured hereby and by the Note, Mortgage and other Loan Documents shall remain unpaid, unless Assignee shall consent in writing to such merger.

15. Termination of Assignment. Upon payment in full of all of the indebtedness secured by the Note, Mortgage and other Loan Documents and all sums payable hereunder, Assignee shall execute and deliver a release of this Assignment. No judgment or decree entered as to said indebtedness shall operate to abrogate or lessen the effect of this Assignment until the indebtedness has actually been paid. The affidavit, certificate, letter, or statement or any officer of Assignee showing that any part of said indebtedness has remained unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment. Any person, firm, or corporation may, and is hereby authorized to, rely on such affidavit, certificate, letter, or statement. A demand by Assignee to any tenant for payment of rents by reason of any default claimed by Assignee shall be sufficient direction to said tenant to make future payments of Rents to Assignee without the necessity for further consent by, or notice to, Assignor.

16. Notice. All notices, demands, or documents of any kind that the parties may be required to or may desire to serve hereunder shall be considered properly given if sent by overnight messenger service or deposited in first class United States mail, postage prepaid, certified or registered mail with return receipt requested, or by delivery to the same address listed below personally or by prepaid messenger or telegram (or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith):

If to Assignor: LaSalle National Bank
135 South LaSalle
Chicago, Illinois 60602
Attention: Land Trust Department

With a copy to: C.R. Associates
40 Skokie Boulevard, Suite 600
Northbrook, Illinois 60062
Attention: Kenneth L. Tucker

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and to: CRID, INC.
Cedarbrook Hill Apts - III
Wyncote, Pennsylvania 19095

If to Assignee: Continental Illinois National Bank and
Trust Company of Chicago
231 South LaSalle
Chicago, Illinois 60693
Attention: Michael Baskin

and with a copy to: Coffield Ungaretti Harris & Slavin
3500 Three First National Plaza
Chicago, Illinois 60602
Attention: Jack D. Jester

17. Successors. The terms, covenants, conditions, and warranties contained herein and the powers granted hereby shall run with the land and shall inure to the benefit of, and bind, all parties hereto and their respective heirs, successors, and assigns, all tenants and their subtenants and assigns, and all subsequent owners of the Premises and all successors, transferees and assignees of Assignee and all subsequent holders of the Note and Mortgage.

18. Additional Rights and Remedies. In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance, of the agreements, covenants, terms, and conditions contained herein, as well as the right to ordinary and punitive damages occasioned by any breach or default by Assignor.

19. Severability. If any provision of this Assignment or the application thereof to any entity, person, or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of its provisions to other entities, persons, or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

20. Third Party Beneficiaries. It is expressly agreed by Assignor that this assignment shall not be construed or deemed made for the benefit of any third party or parties.

21. Entire Agreement. This document contains the entire agreement concerning the assignment of Leases and Rents between the parties hereto. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party.

22. Construction. Whenever used herein and the context requires it, the singular shall include the plural, the plural the singular, and any gender shall include all genders. All obligations of each Assignor hereunder shall be joint and several.

23. Governing Law. The parties agree that the law of the State of Illinois shall govern the performance and enforcement of this Assignment.

24. Trustee's Exculpation. This document is executed by LaSalle National Bank, not personally but as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it by the aforesaid trust agreement (and said Trustee hereby represents that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Trustee personally to perform any covenants either express or implied herein contained (except the covenant relating to the authority of said Trustee to execute this Agreement) all such liability, if any, being expressly waived with respect to said Trustee.

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In Witness Whereof, the parties hereto have executed this Assignment as of the day and year first above written.

ATTEST: [SEAL]

By: [Signature]
Name: Clifford Scott-Rudnick
Title: ASSISTANT SECRETARY

LASALLE NATIONAL BANK
not personally, but as
Trustee aforesaid

By: [Signature]
Name: JOSEPH W. LANG
Title: VICE PRESIDENT

CR ASSOCIATES,
an Illinois general partnership

By: CRID, INC., a Delaware
corporation
Title: General Partner

ATTEST (SEAL)

By: [Signature]
Name: _____
Title: _____

By: [Signature]
Name: _____
Title: _____

By: Chicago Ridge Commons Limited
Partnership, an Illinois
limited partnership
Title: General Partner

ATTEST: [SEAL]

By: [Signature]
Name: _____
Title: _____

By: Tucker Investments, Inc.,
an Illinois corporation
Title: General Partner

By: [Signature]
Name: _____
Title: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kathy Pacana, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JOSEPH W. LANG, VIC President of LASALLE NATIONAL BANK and Clifford Scott Rudnik, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VIC President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that ASSISTANT SECRETARY, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of May, 1987.

Kathy Pacana
Notary Public

My Commission expires:
6-11-88

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Cynthia M. Lewandowski, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert E. Rogers and ROBERT FREEDMAN, respectively the President and Asst. Secy. of CRID, INC., a Delaware corporation, one of the two general partners of CR ASSOCIATES, an Illinois general partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of said corporation and partnership, for the uses and purposes therein set forth, and the said Asst. Secy., as custodian of the seal of said corporation did then and there acknowledge that said officer did affix the corporate seal of said corporation to said instrument as Their own 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 28th day of May, 1987.

Cynthia M. Lewandowski
Notary Public

My Commission Expires:
Sept 18, 1987.

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EXHIBIT "A"

LEGAL DESCRIPTION

• PARCEL #1:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF RIDGELAND AVENUE, WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF RIDGELAND AVENUE, 140 FEET; THENCE, WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 TO A POINT 280 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4 FOR A POINT OF BEGINNING; THENCE CONTINUING WEST ON SAID PARALLEL LINE 100 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4 TO A POINT ON SAID NORTH LINE OF SAID SOUTH EAST 1/4 380 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG SAID NORTH LINE OF SAID SOUTH EAST 1/4 100 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4 TO THE POINT OF BEGINNING (EXCEPTING FROM SAID TRACT OF LAND THE NORTH 33 FEET THEREOF);

• PARCEL #2:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF RIDGELAND AVENUE WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF RIDGELAND AVENUE 140 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 TO A POINT 280 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID SOUTH EAST 1/4 SAID POINT BEING 280 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG SAID NORTH LINE OF SAID SOUTH EAST 1/4 TO THE POINT OF BEGINNING (EXCEPTING FROM SAID TRACT OF LAND THE NORTH 33 FEET THEREOF) AND EXCEPTING THAT PART THEREOF TAKEN FOR HIGHWAYS AS SHOWN IN DEED DOCUMENT NUMBER 3202279, ALL IN COOK COUNTY, ILLINOIS;

• PARCEL #3:

THE SOUTH 107 FEET OF THE NORTH 140 FEET (AS MEASURED ALONG THE WEST LINE OF RIDGELAND AVENUE) OF THE WEST 400 FEET OF THE EAST 780 FEET (BOTH AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

• PARCEL #4:

THE EAST 20 FEET OF THE WEST 300 FEET OF THE EAST 1,080 FEET AS MEASURED ALONG THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, OF THE NORTH 140 FEET AS MEASURED ALONG THE LINE PARALLEL WITH THE WEST LINE OF RIDGELAND AVENUE, OF THE NORTH EAST QUARTER (1/4) OF THE SOUTH EAST QUARTER (1/4) OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID TRACT OF LAND THE NORTH THIRTY-THREE (33) FEET THEREOF), IN COOK COUNTY, ILLINOIS;

• PARCEL #5:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF THE WEST LINE OF RIDGELAND AVENUE WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF RIDGELAND AVENUE, 140 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 TO A POINT 780 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 FOR A PLACE OF BEGINNING; THENCE CONTINUING WEST ON SAID PARALLEL LINE 300 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 TO A POINT ON SAID NORTH LINE OF SAID SOUTHEAST 1/4 1,080 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE EAST ALONG SAID NORTH LINE OF SAID SOUTHEAST 1/4 300 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING (EXCEPTING FROM SAID TRACT OF LAND THE NORTH 33 FEET THEREOF; AND EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS THE EAST 20 FEET OF THE WEST 300 FEET OF THE EAST 1,080 FEET AS MEASURED ALONG THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, OF THE NORTH 140 FEET AS MEASURED ALONG THE LINE PARALLEL WITH THE WEST LINE OF RIDGELAND AVENUE, OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL #6:

That part of the East Half (1/2) of the South East Quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at a point in the East line of the South East Quarter (1/4) of Section 7, 140 feet South of the North East Corner of said South East Quarter (1/4) of said Section 7, thence West on a line 140 feet South of as measured on the West line of Ridgeland Avenue, and parallel with the North line of said South East Quarter (1/4) a distance of 1,330.75 feet to the West line of the East Half (1/2) of the South East Quarter (1/4) of said Section 7, thence South along said West line of East Half (1/2) of the South East Quarter (1/4) of Section 7, a distance of 753.41 feet to the line section with the Northerly property line of the Baltimore and Ohio Chicago Terminal Railroad Company, said property line being 40 feet Northeasterly of at right angles to, and parallel with the original Northerly line of the Right-of-Way of the Chicago and Calumet Terminal Railroad Company thence Southeasterly along said Northerly property line of the Baltimore and Ohio Chicago Terminal Railroad Company, a distance of 140.41 feet to a point which is 480 feet Northwesterly of (As measured along the said Northerly property line of the Railroad) the point of intersection of the said Northerly property line of the Railroad with the Northerly line of a certain parcel of industrial property, said parcel being 245.25 feet in width by rectangular measurement from the Northerly line of the South West Highway, thence Southeasterly, a distance of 183.60 feet along a straight line which when extended Southeasterly intersects the Northerly line of the aforesaid industrial parcel at a point 180 feet Northeasterly as measured along said Northerly property line from the Northerly property line of the said Baltimore and Ohio Chicago Terminal Railroad Company, thence Northeasterly on a line forming an angle of 113 degrees 52 minutes 30 seconds with the last described line, a distance of 96.38 feet to the intersection with a line 350 feet East of, measured at right angles to, and parallel with the West line of the East Half (1/2) of the South East Quarter (1/4) of said Section 7, thence North parallel with the said West line of the East Half (1/2) of the South East Quarter (1/4) of said Section 7, a distance of 830.04 feet to the intersection with a line 170 feet South of, measured parallel with the East line of said Section 7, and parallel with the North line of the South East Quarter (1/4) of said Section 7 thence East parallel with the North line of the South East Quarter (1/4) of said Section 7, a distance of 980.81 feet to the East line of said Section 7, thence North along said East line of Section 7, a distance of 30 feet to the point of beginning, except therefrom the East 50.0 feet of the South 30.0 feet of the North 170.0 feet of the East half (1/2) of the Southeast Quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, all being part of the tract of land described in Document Number 1744167.

Except therefrom the part thereof lying West of a line 350 ft East of, measured at right angles to and parallel with the West line of the East 1/2 of the South East 1/4 of said Section 7.

PARCEL #7:

LOTS 1, 2, 3 AND 4 IN READY INDUSTRIAL PARK SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ON MARCH 7, 1979 AS DOCUMENT NUMBER 3079440.

PARCEL #8:

A TRIANGULAR PARCEL OF PROPERTY IN THE EAST 1/2 OF THE SOUTHEAST 1/4, SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY PROPERTY LINE OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, 251.59 FEET NORTHWESTERLY FROM THE INTERSECTION OF SAID PROPERTY LINE WITH THE NORTHERLY LINE OF SOUTHWEST HIGHWAY; THENCE NORTHWESTWARDLY ALONG SAID RAILROAD PROPERTY LINE 480 FEET TO A POINT; THEN SOUTHEASTWARDLY IN A STRAIGHT LINE TO A POINT IN THE NORTHERLY LINE OF A CERTAIN PARCEL OF INDUSTRIAL PROPERTY, SAID PARCEL

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BEING 245.25 FEET IN WIDTH BY RECTANGULAR MEASUREMENT FROM THE SAID NORTHERLY LINE OF SAID SOUTHWEST HIGHWAY, SAID POINT BEING 100 FEET NORTHEAST ALONG SAID PROPERTY LINE FROM THE SAID NORTHERLY PROPERTY LINE OF RAILROAD; THENCE SOUTHWESTWARDLY ALONG SAID PROPERTY LINE TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL #9:

That part of the East Half (4) of the Southeast Quarter (4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, lying Northerly of the Southwest Highway described as follows:- Beginning at a point on the East line of said Southeast Quarter (4), a distance of 318 feet North of the intersection of said line with the Northerly line of the Southwest Highway; thence South along said East line, a distance of 59.64 feet to its intersection with a line drawn parallel and 199.25 feet Northwesterly, and at right angles to the said Northerly line of the Southwest Highway; thence Southwesterly along said parallel line, a distance of 560.76 feet; thence Southeasterly at right angles to said parallel line, a distance of 199.25 feet to its intersection with the said Northerly line of the Southwest Highway; thence Southwesterly along said Northerly line a distance of 434.85 feet to the intersection of said Northerly line with a line drawn 40 feet Northerly of, at right angles to and parallel with the original Northerly line of the Right-of-Way of the Chicago and Calumet Terminal Railway Company; thence Northwesterly along said parallel line, a distance of 251.59 feet; thence Northeasterly on a line parallel with and 245.25 feet Northerly of and at right angles to the aforesaid Northerly line of the Southwest Highway, a distance of 100 feet; thence Northwesterly on a straight line a distance of 328.07 feet to a point which is 545.25 feet Northwesterly of, measured at right angles to, the Northerly line of said Southwest Highway, said straight line when extended Northwesterly, a distance of 183.60 feet intersects the Northerly property line of the Baltimore and Ohio Chicago Terminal Railroad Company at a point, which when measured along said Northerly property line of the railroad, is 480 feet Northwesterly of the intersection of the Northerly property line of the aforesaid certain industrial parcel and the said Northerly property line of the railroad; thence Northeasterly on a line forming an angle of 66 degrees 07 minutes 30 seconds with the last described line, and said line being 545.25 feet Northwesterly of, measured at right angles to, and parallel with the Northerly line of the aforesaid Southwest Highway, a distance of 96.38 feet, more or less, to the point of intersection of the East line of the West 350.0 feet of the East Half (4) of the Southeast Quarter of said Section 7; thence North along said East line to the point of intersection of the South line of the North 170.0 feet of the East Half (4) of said Southeast Quarter (4); thence East along said South line to the point of intersection with the East line of said Southeast Quarter (4) of Section 7; thence South along said East line to the point of beginning excepting from the above described tract: that part lying within Ready Industrial Park Subdivision, registered in the Office of the Registrar of Titles on March 7, 1979, as Document Number 3079440 and except that part lying within the Plat of Dedication of public street to the Village of Chicago Ridge, registered in the Office of the Registrar of Titles on March 7, 1979, as Document Number 3079441.

PARCEL #10

Lots, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Ready Industrial Park Subdivision of part of the Southeast Quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the office of the Registrar of Titles of Cook County, on March 7, 1979, as Document Number 3079440 CTF Number 1369891, Volume 2743, Page 446.

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PROPERTY ADDRESS:

99TH STREET AND RIDGELAND AVENUE
CHICAGO RIDGE, COOK COUNTY, ILLINOIS

P.I.N. 24-07-401-011 - wn
24-07-401-019 - wn
24-07-401-020 - wn
24-07-401-025 - wn
24-07-401-026 - wn
24-07-401-027 - wn
24-07-401-028 - wn
24-07-401-029 - wn
24-07-401-030 - wn
24-07-401-031 - wn
24-07-401-032 - wn
24-07-401-033 - (1)
24-07-401-034 - (2)
24-07-401-035 - (3)
24-07-401-036 - (4)
24-07-401-037 - (5)
24-07-401-038 - (6)
24-07-401-039 - (7) HDO
24-07-401-040 - (8)
24-07-401-041 - (9)
24-07-401-042 - (10)
24-07-401-043 - (11)
24-07-401-044 - (12)
24-07-401-045 - (13)
24-07-401-046 - (14)
24-07-401-049 - (17)
24-07-401-050 - (18)
24-07-401-051 - wn
24-07-401-052 - wn
24-07-401-053 - wn

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