

(The Note, the Mortgage, this Assignment, and any other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Note are hereinafter collectively referred to as the "Loan Documents.")  
contained herein or contained in the Mortgage or the Note.  
(c) performance and discharge of each obligation, covenant, and agreement of Borrower

(b) payment of all other sums now or at any time hereafter due Lender which are secured by that certain Mortgage and Security Agreement (the "Mortgage") made by Borrower in favour of Lender, of even date herewith, together with any renewals or extensions thereof and any future advances made thereunder;  
(a) the indebtedness evidenced by that certain promissory note (the "Note") in the original principal amount of \$1,162,000, executed by Borrower, jointly and severally, as maker, in favour of Lender, as holder, of even date herewith, and all modifications, extensions, and renewals thereof;

received by Borrower or any agent of Borrower in connection therewith, AS ADDITIONAL SECURITY FOR:  
(iii) any guaranty of the lessor's obligations thereunder (all of the foregoing leases, guarantees, modifications, extensions, and renewals being described collectively as the "Lease"), and (iv) any and all security deposits, and (ii) any subsequent lease of the Property or any improvement now or hereafter constructed thereon, and this reference made a part hereof (the "Property"), together with (i) any extensions, modifications or renewals of certain real property located in Lyons, Cook County, Illinois, described in Exhibit "A" attached hereto and by 1, 1990, between Borrower, as landlord, and Watkins Motor Leases, Inc., as tenant ("Tenant"), with respect to that defined) and all of the right, title and interest of Borrower in, under, and to that certain lease dated December and its successors and assigns all rents, issues, profits and revenues relating to the Property (as hereinafter THAT, FOR VALUE RECEIVED, Borrower hereby grants, transfers and assigns to Lender

WITNESSETH:

December 1990, by and between FREIGHT TERMINALS, INC., a Georgia corporation ("Borrower"), whose address is 1958 Monroe Drive, N.E., Atlanta, Georgia 30301, as assignor, and METLIFE CAPITAL CREDIT CORPORATION, a Delaware corporation ("Lender"), whose principal business address is Ten Stamford Forum, Post Office Box 601, Stamford, Connecticut 06904, as assignee.

ASSIGNMENT OF RENTS AND LEASES

Dorothea Summerell  
Verner, Lipfert, Bernhard,  
McPherson & Hand, Chartered  
901 Fifteenth Street, N.W., Suite 700  
Washington, D.C. 20005-2301

return to:

Recording requested by,  
and when recorded,

3931925

5261863

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits of the Property, so long as there shall exist no Event of Default as hereinafter defined, on the part of Borrower, Borrower hereby is granted a license and the right (i) to collect, but not more than thirty (30) days prior to accrual, all such rents, issues and profits from the Property and to retain, use and enjoy the same, and (ii) to maintain the security deposits in a separate, identifiable account in a bank acceptable to Lender.

1.02 Covenants of Borrower.

- (i) The Lease has not been modified and is in full force and effect.
- (h) No action has been brought or threatened which in any way would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations herein contained.
- (g) Borrower is not prohibited under any agreement with any other person or entity or under any judgment or decree from the execution and delivery of this Assignment or of the Lease, from the performance of each and every covenant of Borrower hereunder and under the Lease, or from the meeting of each and every condition contained herein or in the Lease.
- (f) To the best knowledge of Borrower, there is no default by Tenant under the terms of the Lease.
- (e) Borrower has not accepted rent under any of the Lease more than thirty (30) days in advance of its due date.
- (d) Borrower has not done any act or omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment.
- (c) Borrower has neither made nor permitted to be made any assignment other than this Assignment of any of its rights under any of the Lease to any person or entity.
- (b) Borrower is the sole owner of the landlord's interest under the Lease, is entitled to receive the rents, issues, profits, and security deposits under the Lease and from the Property, and has good right to sell, assign, transfer and set over the same and to grant to and confer upon Lender the rights, interests, powers and authorities herein granted and conferred.
- (a) The Lease is valid, binding, and enforceable against all parties hereto except as the same may be limited by bankruptcy, insolvency, or other laws relating to creditors' rights generally.

1.01 Warranties of Borrower. Borrower hereby warrants and represents to Lender that:

WARRANTIES AND COVENANTS

ARTICLE I

This Assignment is intended to be an absolute, present assignment from Borrower to Lender, not merely as a security instrument.

5261033

2.01 Event of Default. The occurrence of any one of the following events shall constitute a "Default" or an "Event of Default" hereunder (after the giving of any applicable notice and the expiration of any applicable cure period):

DEFAULT

ARTICLE II

(c) Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument cancelling, or full release of, the Mortgage without the recording of another Mortgage in favor of Lender affecting the Property, this Assignment shall become void and of no further effect. Upon the request of Borrower, Lender will then execute and deliver to Borrower an appropriate instrument reconveying to Borrower the property conveyed to Lender hereby.

(b) Nothing contained herein shall be construed to constitute Lender as a mortgagee-in-possession in the absence of its physically taking possession of the Property.

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits of the Property, so long as there shall exist no Event of Default, on the part of Borrower, Borrower hereby is granted a license and the right (i) to collect, but not more than thirty (30) days prior to accrual, all such rents, issues and profits from the Property and to retain, use and enjoy the same, and (ii) to maintain the security deposits in a separate, identifiable account in a bank acceptable to Lender.

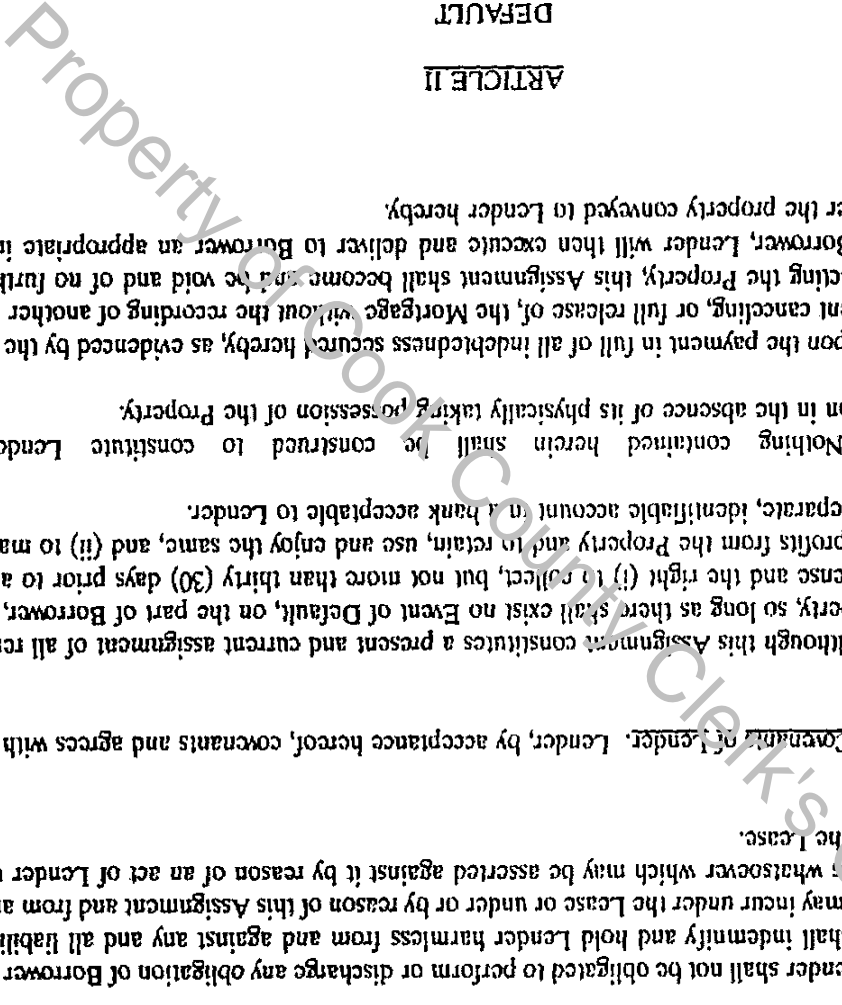
1.03 Covenant of Lender. Lender, by acceptance hereof, covenants and agrees with Borrower that:

(d) Lender shall not be obligated to perform or discharge any obligation of Borrower under the Lease, and Borrower shall indemnify and hold Lender harmless from and against any and all liability, loss or damage which Lender may incur under the Lease or under or by reason of this Assignment and from and against all claims and demands whatsoever which may be asserted against it by reason of an act of Lender under this Assignment or under the Lease.

(c) Borrower shall authorize and direct, and does hereby authorize and direct the present and future tenants under the Lease, upon the occurrence of an Event of Default (as hereinafter defined) and following receipt of written notice from Lender, to pay rents directly to Lender at the address set forth in the first paragraph hereof. Borrower hereby appoints Lender as Borrower's true and lawful attorney-in-fact to demand, collect, receive, endorse, and deposit all checks, drafts, money orders, or notes given in payment of such rents following such notice. Such appointment is coupled with an interest and shall be irrevocable.

(b) Borrower shall not without the prior written consent of Lender (i) materially modify the Lease; (ii) terminate the term or accept the surrender thereof; (iii) waive, or release the lessee from, the performance or observance by the Tenant of any obligation or condition of the Lease; (iv) permit the prepayment of any rents under the Lease for more than thirty (30) days prior to the accrual thereof; (v) give any consent to any assignment by the Tenant of the Lease or to any sublease of any part or portion of the Property.

353-1925



# UNOFFICIAL COPY

0 1 2 3 4 5 6 7 8

- 4 -

(d) collect the rents, issues and profits and any other sums due under the Lease with respect to the Property, and apply the same in such order as Lender in its sole discretion may elect against (i) all costs and expenses, including reasonable attorneys' fees and reasonable appellate counsel fees actually incurred, in connection with the operation of the Property, the performance of Borrower's obligations under the Lease, and collection of the rents hereunder; (ii) all the costs and expenses, including reasonable attorneys' fees and reasonable appellate counsel fees actually incurred in the collection of any or all of the indebtedness secured by the Loan Documents, including all costs, expenses and reasonable attorneys' fees and reasonable appellate counsel fees actually incurred in seeking to realize on or to protect or preserve Lender's interest in any other collateral securing any or all of the indebtedness secured by the Loan Documents; and (iii) any or all unpaid principal and interest on the indebtedness secured by the Loan Documents. Any amount remaining after such application shall be applied to the payment of the indebtedness secured by the Loan Documents in such order as Lender may determine, and if Lender elects to apply such amount to the principal payment due at the maturity of the indebtedness secured by the Loan Documents or to monthly payments thereof, regular monthly payments of any remaining indebtedness shall continue to be due in accordance with the instrument evidencing same and without reduction or interruption. Upon the payment in full of the indebtedness secured by the Loan Documents, then this Assignment, and all rights of Lender hereunder shall cease and terminate.

(c) in Borrower's or Lender's name, institute any legal or equitable action which Lender in its sole discretion deems desirable to collect and receive any or all of the rents, issues, and profits assigned herein;

(b) perform any and all obligations of Borrower under the Lease or this Assignment and all rights of Lender hereunder or therein as fully as Borrower itself could do, including, without limiting the generality of the foregoing, enforcing, modifying, extending or terminating the Lease; collecting, modifying, compromising, waiving or increasing any or all of the rents payable hereunder; and obtaining new tenants and entering into a new lease of the Property on any terms and conditions deemed desirable by Lender; and, to the extent Lender shall incur any costs in connection with the performance of any such obligations of Borrower, including costs of litigation, then all such costs shall become a part of the indebtedness secured by the Loan Documents, shall bear interest from the date of incurrence hereof at the Default Rate specified in the Note and shall be due and payable on demand;

(a) declare any part or all of the indebtedness evidenced by the Loan Documents to be due and payable, whereupon the same shall become immediately due and payable;

2.02 Remedies. Upon the occurrence of any Event of Default, Lender may at its option, with or without notice or demand of any kind (except as may be provided in any of the Loan Documents):

(d) the occurrence of a material default by Borrower under the Lease which is not remedied within applicable cure periods.

(c) the occurrence of any Event of Default under any of the other Loan Documents; or

(b) the failure of any warranty of Borrower contained herein to be true and not misleading in any material respect;

(a) except as set forth in (d) below, the failure by Borrower to perform or observe any covenant of Borrower contained in this Assignment within thirty (30) days after written notice of such failure has been given by Lender;

52661925

3.06 No Oral Modification. Neither this Assignment nor any provision hereof may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

3.05 No Third-Party Beneficiary. This Assignment is made solely for the benefit of Lender and its assigns. No tenants under the Lease or any other persons shall have standing to bring any action against Lender as the result of this Assignment or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.04 Applicable Law. This Assignment shall be interpreted, construed and enforced according to the laws of the State of Illinois.

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

3.02 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, the feminine or the neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.01 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to "Borrower" or "Lender," such reference shall be deemed to include a reference to the legal representatives, successors, and permitted assigns of Borrower or Lender.

GENERAL PROVISIONS

ARTICLE III

Entry upon and taking possession of the Property and the collection of the rents and the application thereof as aforesaid, shall not operate to cure or waive any Default hereunder or under any other of the Loan Documents or prohibit the taking of any other action by Lender under any of the Loan Documents or at law or in equity to enforce the payment of such indebtedness or to realize on any other security. Lender shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of security for any or all of the indebtedness and, with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee, shall have full right to enter upon, take possession of, use and operate all or any portion of the Property which Lender in its sole discretion deems desirable to effectuate any or all of the foregoing remedies. Lender shall not be liable to any lessee under the Lease for the return of any security deposit in any amount in excess of the amount delivered to Lender by Borrower.

3934925

3.12 Modifications, etc. Lender may at any time and from time to time, without notice to or further consent from Borrower, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person firm or corporation on its behalf or for its account, securing the indebtedness evidenced by the Loan Documents; extend or renew the Note or any of the Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note or any of the Loan Documents to any persons or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note, the Mortgage or any other of the Loan Documents; or take or fail to take any action of any type whatsoever; and no such action which Lender shall take or fail to take in connection with the Loan Documents, or any of them, or any security for the payment of the indebtedness evidenced by the Loan Documents or for the performance of any obligations or undertakings of Borrower, nor any course of dealing

3.11 Notices. Any and all notices, elections or demands permitted or required to be made under this Assignment shall be made in accordance with the provisions relating to notice set forth in Section 5.02 of the Mortgage.

3.10 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Lender be necessary or desirable in order to create, perfect, complete, or to continue and preserve (a) the obligations of Borrower under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Lease and the rents, issues, profits and security deposits from the Property. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby appoints Lender the agent and attorney-in-fact of Borrower so to do. Such appointment is coupled with an interest and shall be irrevocable.

3.09 Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may exercise this Assignment by signing any such counterpart.

3.08 Cross-Default. An Event of Default by Borrower under this Assignment shall constitute an Event of Default under all other Loan Documents.

3.07 Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Lender in any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until the indebtedness evidenced by the Note shall have been paid in full.

5261925

[Seal]

William A. Freeman, President

By: *William A. Freeman*

a Georgia corporation

FREIGHT TERMINALS, INC.

BORROWER:

IN WITNESS WHEREOF, Borrower, intending to legally bind, has caused this Assignment to be executed under seal by its duly authorized officers as of the date first above written.

3.13 Nonrecourse. Except as is provided in the Indemnity Agreement (as defined below), or in Section 11 of the Note, Lender shall not be entitled to take any action to procure any money judgment in personam against Borrower or Borrowers' officers or directors or to pursue any deficiency decree against Borrower or Borrowers' officers or directors or their successors and assigns, if being understood that recourse for any liabilities or obligations shall be limited to the Property (as defined in the Mortgage) and the other collateral held by Lender as security for Borrowers' indebtedness to Lender; provided, however, that nothing contained herein shall preclude Lender from seeking, commencing, or enforcing any action against Borrower for damages and/or injunctive relief if and to the extent that Borrower: a) misapplies any insurance proceeds of any casualty or any condemnation proceeds involving the Property (in which case recourse shall be to the extent of such misapplied proceeds); b) collects advance rents in violation of any provision hereof or misapplies any security deposits (from tenants of the Property) in which event recourse shall be to the extent of such advance rents or misapplied funds; c) has committed fraud or has intentionally or recklessly misrepresented material facts with respect to the nature, status, or history of the Property or has violated Section 1.09 of the Mortgage (in which case recourse shall be to the extent set forth in the Indemnity Agreement); or d) has committed material waste with respect to the Property (in which case recourse shall be to the extent of the actual damages resulting therefrom). Anything contained herein to the contrary notwithstanding, this provision shall not in any way limit Lender's right to proceed against any security which Lender may hold against Borrowers' indebtedness to Lender or limit Lender's right to proceed and to recover an in personam money judgment against any officer or director of Borrower who has received funds from Borrower in connection with any act specified in subsections (a) through (d) above; or pursuant to the Indemnity Agreement Regarding Hazardous Materials (the "Indemnity Agreement"), or even date herewith, between the parties.

with Borrower or any other person, shall release Borrower's obligations hereunder, affect this Assignment in any way or afford Borrower any recourse against Lender. The provisions of this Assignment shall extend and be applicable to all renewals, amendments, extensions, consolidations and modifications of the Loan Documents and the Lease, and any and all references herein to the Loan Documents or the Lease shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

526163325



UNOFFICIAL COPY

0 0 0 0 0 0 0

COMMENCING AT A POINT 50 FEET SOUTH OF THE NORTH LINE OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ON THE WEST BOUNDARY LINE OF LOT 1 THEREOF; THENCE SOUTH ALONG THE WEST LINE OF LOT 1, 217.75 FEET FOR A POINT OF BEGINNING; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF 47TH STREET, 217.05 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 1, 200 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF 47TH STREET, 217.05 FEET TO A POINT ON THE WEST LINE OF LOT 1; THENCE NORTH ALONG THE WEST LINE OF LOT 1, 200 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF JOLIET ROAD, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 6726722, DESCRIBED AS FOLLOWS:

PARCEL 2:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF JOLIET AVENUE AND THE SOUTH LINE OF 47TH STREET; THENCE WEST ALONG THE SOUTH LINE OF 47TH STREET, 801.22 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 310 FEET TO A POINT ON A LINE WHICH IF EXTENDED EAST WOULD, AT A DISTANCE OF 706.94 FEET, INTERSECT THE WESTERLY LINE OF JOLIET AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE, 274 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 1, 325.03 FEET TO A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN FROM A POINT ON THE WEST LINE OF LOT 1, 250 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG THE LAST DESCRIBED LINE 709.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF LOT 1, 215.68 FEET TO A POINT 417.75 FEET SOUTH OF THE SOUTH LINE OF 47TH STREET; THENCE EAST ALONG A LINE PARALLEL WITH 47TH STREET, 217.05 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 1, 287.75 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 130 FEET SOUTH OF THE SOUTH LINE OF 47TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE 200 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 417.05 FEET EAST OF THE WEST LINE OF LOT 1; THENCE NORTH ALONG THE LAST DESCRIBED LINE 130 FEET TO A POINT ON THE SOUTH LINE OF 47TH STREET; THENCE EAST ALONG THE SOUTH LINE OF 47TH STREET, 74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

THAT PART OF LOT 1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF JOLIET ROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 6726722, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

EXHIBIT A

5261-858

COUNTY, ILLINOIS.  
PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF JOLIET ROAD, ALL IN COOK  
1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD  
1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST  
THE SOUTH LINE AND AN EASTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT  
MEASURED ON THE WEST LINE OF SAID LOT 1 NORTH FROM AND PARALLEL WITH  
THAT PART OF SAID LOT 1 WHICH LIES SOUTH OF A LINE 160 FEET (AS  
A PARCEL OF LAND DESCRIBED AS THE EAST 50 FEET OF THE WEST 784 FEET OF  
PARCEL 5:

THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.  
THENCE NORTH ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 90 FEET TO  
SECTION, A DISTANCE OF 784 FEET TO THE WEST LINE OF SAID LOT 1 AND  
THENCE WEST ALONG A LINE WHICH IS PARALLEL WITH THE NORTH LINE OF SAID  
PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 90 FEET;  
THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 817 FEET BEING ALSO  
OF SAID LOT 1, A DISTANCE OF 817 FEET OF SAID EAST 1/2 OF THE NORTH EAST 1/4;  
PARALLEL LINE BEING IDENTICAL WITH THE NORTH LINE OF THE SOUTH 250 FEET  
ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, SAID  
NORTH FROM THE SOUTH WEST CORNER OF SAID LOT 1 AND JOINING THENCE EAST  
BEGINNING ON THE WEST LINE OF SAID LOT 1 AT A POINT WHICH IS 250 FEET

SAID PART OF LOT 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF JOLIET ROAD,  
OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST  
THAT PART OF LOT 1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2  
PARCEL 4:

ILLINOIS.  
STREET, 24 FEET TO THE DESCRIBED PLACE OF BEGINNING, IN COOK COUNTY,  
THE POINT OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF 47TH  
THE SOUTH LINE OF 47TH STREET, WHICH LATTER POINT IS 24 FEET WEST OF  
SAID LAST DESCRIBED LINE 24 FEET; THENCE NORTH 310 FEET TO A POINT ON  
FEET INTERSECT THE WESTERLY LINE OF JOLIET AVENUE; THENCE WEST ALONG  
A POINT ON A LINE WHICH IF EXTENDED EAST WOULD, AT A DISTANCE OF 682.94  
STREET, 777.22 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 310 FEET TO  
THE SOUTH LINE OF 47TH STREET; THENCE WEST ALONG THE SOUTH LINE OF 47TH  
STARTING AT THE INTERSECTION OF THE WESTERLY LINE OF JOLIET AVENUE AND  
AS FOLLOWS:

ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 6726722, DESCRIBED  
OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF JOLIET ROAD,  
OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST  
THAT PART OF LOT 1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2

FOLLOWING PARCEL OF LAND:  
AND EGRESS FROM ALL OTHER PORTIONS OF LOT 1, UPON, ALONG AND OVER THE  
PERSONS HAVING BUSINESS WITH IT, FOR ROADWAY PURPOSES FOR INGRESS TO  
ASSIGNS, ITS EMPLOYEES, AGENTS, GUESTS, LICENSEES, INVITEES, OR OTHER  
OF ILLINOIS, FOR THE BENEFIT OF SAID GRANTOR, ITS SUCCESSORS AND  
INCORPORATED, A DELAWARE CORPORATION, AS GRANTOR TO EDWARD D.  
KENDRICKSON, AS GRANTEE, ENTERED IN VOLUME 13813 ON PAGE 100, AS  
DOCUMENT 1728618 IN THE REGISTRAR'S OFFICE OF THE COUNTY OF COOK, STATE  
AND 2 RESERVED IN THE DEED DATED MARCH 19, 1957 FROM BLUEBIRD SYSTEM,  
A PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1

5261333

Sub. 6.

UNOFFICIAL COPY

0 2 9 3 4 7 8 5

Property of Cook County Clerk's Office

3931925

PERSONALLY BEFORE the undersigned officer authorized by law to administer oaths appeared William A. Freeman, personally known to me [or proven by the testimony of credible witnesses] to be the President of Freight Terminals, Inc., a Georgia corporation, and acknowledged that he executed the foregoing document as such officer, as his own free act and deed, and as the free act and deed of such corporation for the uses and purposes set forth therein pursuant to a resolution of its board of directors.

Dated: December 1990

Notary Public  
*Angela Thomas King*

My commission expires: 12/18/94

ACKNOWLEDGEMENT

STATE OF GEORGIA )  
 )  
 COUNTY OF FULTON )

# UNOFFICIAL COPY

1371875  
IN DUPLICATE

A/R

3934925

3934925

REGISTRY OF DEEDS  
CLERK OF COURTS  
JAN 27 1925

3934925

REGISTERED No.
CHICAGO TITLE INS. CO.

CHICAGO TITLE INS. CO.

72-65-583

Property of Cook County Clerk's Office