UNOFFICIAL C 0010954540

2001-10-15 11:23:34

Cook County Recorder

59.00

RECORDATION REQUESTED BY:

CoVest Banc, National Association CoVest Banc 770 W. Dundee Arlington Heights, IL 60004

0010954540

WHEN RECORDED MAIL TO:

CoVest Banc, National Association CoVest Banc 770 W. Dundee Arlington Heighto, IL 60004

SEND TAX NOTICES TO:

CoVest Banc, National
Association
CoVest Banc

770 W. Dundee

Arlington Heights, IL 60004

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

Lilianna Clos-Nunez, Commercial Loan Administrator

CoVest Baric, National Association

770 West Dunder

Arlington Heignis, II. 60004

D

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated September 24, 2001, is made and executed between West Suburban Bank, not personally but as Trustee under Trust Agreement dated August 10, 2001 and known as Trust No. 12113, whose address is 17 W 754 22nd Street, Oakbrook Terrace, IL 60181 (referred to below as "Grantor") and CoVest Banc, National Association, whose address is 770 W. Dunder, Arlington Heights, IL 60004 (referred to below as "Lender").

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

See See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 6426-32 N. Ridge, Chicago, IL. The Property tax identification number is See Exhibit "B".

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and

10954540

BOX 333-CTI

Heast

(Confinued) **ASSIGNMENT OF RENTS**

Page 2

collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding. control of and operate and manage the Property and collect the Rents, provided that the granting of the right to

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and

convey the Rents to Lender,

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

Property.

No Furthe Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in

the Rents except as provided in this Assignment.

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

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

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

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

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

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and

on such conditions as Lender may deem appropriate.

Grantor for the purposes stated above.

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

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

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

other specific act or thing.

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

UNOFFICIAL COPY

UNOFFICIAL COPY ASSIGNMENT OF RENTS

(Continued)

Page 3

by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the curpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's value to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lander deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, croumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes yill then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the lengthing term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term. obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement. purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, convenant or condition contained in any environmental agreement executed in connection with the Property.

either now or at the time made or furnished or becomes false or misleading at any time thereafter. Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on

ASSIGNMENT OF RENTS (954540)

Anchicent

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

time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver

the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or

proceeding, in an amount derarmined by Lender, in its sole discretion, as being an adequate reserve or bond for creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture; which is the basis or the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the Default shall not ap My it there is a good faith dispute by Grantor as to the validity or reasonableness of the claim garnishment or any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of governmental agency against the Rents or any property securing the Indebtedness. judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any-Creditor or Forteiture Proceedings. Commencement of foreclosure or forteiture proceedings, whether by

the dispute.

Property Damage or Loss. The Prope ty is lost, stolen, substantially damaged, sold, or borrowed against.

in a manner satisfactory to Lender, and, in doing so, cure any Event of Default. required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be Indebtedness or any Guarantor dies or becorries incompetent, or revokes or disputes the validity of, or liability i Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the:

prospect of payment or performance of the Indebtedness is inpaired.

Insecurity. Lender in good faith believes itself insecure.

sufficient to produce compliance as soon as reasonably practical. sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps. than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender notice of a breach of the same provision of this Assignment within the (receding twelve (12) months, it may be-Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given at

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

Accelerate Indebtedness. Lender shall have the right at it option without notice to Grantor to declare the entire. remedies provided by law:

required to pay. Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be-

tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and

UNOFFICIAL C ASSIGNMENT OF RENTS

(Continued)

Page 5

payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

Election of Remodies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Granton's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whomer or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note one from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors, reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

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

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Assignment has been accepted by Lender in the State of Illinois.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Amendments and Interpretation. (1) What is written in this Assignment is my entire agreement with Lender concerning the Property. This Assignment may not be changed except by another written agreement between us. (2) If more than one person signs below, our obligations are joint and several. This means that the words "I," "me," and "my" mean each and every person or entity signing this Assignment, and that, if Lender brings a lawsuit, Lender may sue any one or more of us. I also understand Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this

OPSP2CO ETITIO TO THE CONTROL OF SPS OF SPS

Assignment. (4) I agree that this Assignment is the best evidence of my agreements with Lender.

discretion of Lender. instances where such consent is required and in all cases such consent may be granted or withheld in the sole the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, .. dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this \cdot such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless

Grantor is deemed to be notice given to all Grantors. otherwise provided or required by raw, it there is more than one Grantor, any notice given by Lender to any notice purposes, Grantor agices to keep Lender informed at all times of Grantor's current address. Unless written notice to the other part es, specifying that the purpose of the notice is to change the party's address. For of this Assignment. Any party may change its address for notices under this Assignment by giving formal as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning deposited with a purionally recognized overnight courier, or, if mailed, when deposited in the United States mail, when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective

are granted for purposes of security and nay not be revoked by Grantor until such time as the same are Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment.

renounced by Lender.

other provision of this Assignment. unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any considered deleted from this Assignment. Unless otherwise equired by law, the illegality, invalidity, or that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be unenforceable as to any other circumstance. If feasibie, the offending provision shall be considered modified so unenforceable as to any circumstance, that finding shill not make the offending provision illegal, invalid, or Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or

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

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

'ssaupajqapul

proceeding, or counterclaim brought by any party against any other party. Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action,

homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment. WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the

BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION. WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY!

INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this:

UNOFFICIAL COPY

Page 7

UNOFFICIAL COPY ASSIGNMENT OF RENTS (Continued)

lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this Assignment of Rents, as this Assignment of Rents may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Rents from time to time.

Borrower. The word "Borrower" means West Suburban Bank, not personally but as Trustee under Trust Agreement dated August 10, 2001 and known as Trust No. 12113.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means West Suburban Bank, not personally but as Trustee under Trust Agreement dated August 10, 2001 and known as Trust No. 12113.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means CoVest Banc, National Association, its successors and assigns.

Note. The word "Note" means the promissory note dated September 24, 2001, in the original principal amount of \$422,200.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.620% per annum. Payments on the Note are to be made in accordance with the following payment schedule: 12 monthly consecutive principal and interest payments in the initial amount of \$2,839.47 each, beginning November 1, 2001, with interest calculated on the unpaid principal balances at an initial discounted interest rate of 7.000% per annum; 107 monthly consecutive principal and interest payments in the initial amount of 62,639.22 each, beginning November 1, 2002, with interest calculated on the unpaid principal balances at an interest rate based on the U.S. Treas Sec (1 Year) (currently 3.620%), plus a margin of 2.750%, resulting in an initial interest rate of 6.500%; and one principal and interest payment of \$362,013.33 on October 1, 2011, with interest calculated on the unpaid principal balances at an interest rate based on the U.S. Treas Sec (1 Year) (currently 3.620%), plus a margin of 2.750%, resulting in an initial interest rate of 6.500%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Assignment. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Assignment shall be subject to the following minimum and maximum rates. NOTICE: Under no circumstances shall the interest rate on this Assignment be less than 6.500% per annum or more than the maximum rate allowed by applicable law. Payments on the Note are to be made in accordance with the following payment schedule: 12 monthly consecutive principal and interest payments in the initial amount of \$2,839.47 each, beginning November 1, 2001, with interest calculated on the unpaid principal balances at an initial discounted interest rate of 7.000% per annum; 107 monthly consecutive principal and interest payments in the initial amount of \$2,699.22 each, beginning November 1, 2002, with

10954540 10324240

8 age 9

in the provision to the contrary set forth in this instrument, any recourse also met WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by

sentations, indemnifications, or other matters herein set forth, all such

co. enants,

, warranties, repre-

reason of the terms, promises, agreements.

HE I solely on information and belief without any incovendent inquiry or

ihensugation by WSB and should be construed accordingly. Notwithstand-

or the power and authority conferred Air of the statements, warranties, and

personally or individually, but solely as trustee as aforesaid in the exercise

upon and vested in it as such trustee. representations of the herein are

(DeunifnoO) ASSIGNMENT OF RENTS VICTOR

principal and accrued interest not yet paid, together with any other unpaid amounts under this Assignment. be made exactly as scheduled and that the Index does not change; the actual final payment will be for all an initial interest rate of 6.500%. This estimated final payment is based on the assumption that all payments will an interest rate based on the U.S. Treas Sec (1 Year) (currently 3.620%), plus a margin of 2.750%, resulting in interest payment of \$362,013.33 on October 1, 2011, with interest calculated on the unpaid principal balances at (currently 3.620%), plus a margin of 2.750%, resulting in an initial interest rate of 6.500%; and one principal and interest calculated on the unpaid principal balances at an interest rate based on the U.S. Treas Sec (1 Year)

described in the "Assignment" section of this Assignment. Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as

existing, executed in connection with the Indebtedness. deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan

collect payment and proceeds thereunder. whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the and all present and ruture lease, including, without limitation, all rents, revenue, income, issues, royalties, Rents. The word "flent!" means all of Grantor's present and future rights, title and interest in, to and under any

Note and Indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the of the Note and the owner or owners of any Indebtedness shall rook solely to the Property for the payment of the this Assignment, and that so far as Grantor and its successors pare oncerned, the legal holder or holders any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under Assignment, or to perform any covenant either express or ir iplied contained in this Assignment, all such liability, if Grantor personally to pay the Note or any interest that they accrue thereon, or any other Indebtedness under this: agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of warrants that it possesses full power and author ty in execute this instrument), and it is expressly understood and in the exercise of the power and the authority covierred upon and vested in it as such Trustee (and Grantor thereby GRANTOR'S LIABILITY This Assignment is exceuted by Grantor, not personally but as Trustee as provided above

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS Note and herein or by action to enforce the personal liability of any guarantor.

DOCUMENT IS EXECUTED ON SEPTEMBER 24, 2001.

NOT PERSONALLY BUT AS TRUSTED IN THE STATE OF THE STATE O

:ROTNARD

TRUST OFFICER TRUSTEE DIT NO.

TRUST AGREEMENT DATED AUGUST 10, 2001 AND KNOWN AS TRUST WEST SUBURBAN BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER

NO. 12113

and known as Trust No. 12113 but as Trustee under Trust Agreement dated August 10, 2001 Authorized Signer for West Suburban Bank, not personally

:ya

THIS WITRUMENT is executed by West Suburban Bank ("WS5") not INOFFICIAL COPY

(Continued)

Page 9 TRUST ACKNOWLEDGMENT STATE OF)) SS _ before me, the undersigned Notary Public, personally appeared , and known to me to be (air) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this and in fact executed the on behalf of the trust. Residing at Notary Public in and for the State of My commission expires "OFFICIAL SEAL" TOY + ESTLS Notary Public, State of Illinois

> CONTS ON - IL PILLPWICFILPLIGIAFC TR-1543 PR-SIMPLE

My Commission Expires 7/12/2004

EXHIBIT "A"

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6426-2E IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVALD THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 3: TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXPIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6426-1J IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PAPALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVAND; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE LIFST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINUM RECORDED AS DOCUMENT 85329269 TOJETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6426-3B IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE WEST LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET, THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, ICANSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXPLIEIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6426-3E IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE MORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE FORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 2, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PAPALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITICAL OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6426-3F IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE WEST LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD. THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOUNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS LAWIBIT "D" TO THE DECLARATION OF CONDOMINUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6426-3J IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FELT; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE WORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD, THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WITH ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS F'HIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6432-1C IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NOATH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; TYENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; TAINCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST LONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXPUBRY "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOUTLIER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6432-1K IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCT SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCI NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLIPOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

10954540

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6432-3F IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST 'ALALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVAPL, THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITUM OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31 TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS FAHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85329269 TOSTHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 6432-3G IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FLET, THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS FAH.BIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 8532926. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

EXHIBIT "B"

PERMANENT TAX NUMBER

11-31-401-098-1018 Unit 6426-2E 11-31-401-098-1010 Unit 6426-1.J 1401-b. County Clarks Office