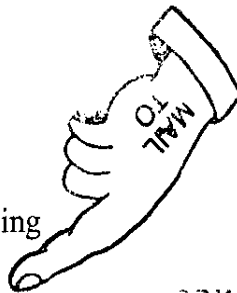




**ASSIGNMENT OF RENTS AND LEASES**



Prepared by and after recording  
Mail to:  
Richmond A. Payne  
Robinson, Plumert, Piercey,  
MacDonald & Amato, Ltd.  
2300 Barrington Road, Suite 220  
Hoffman Estates, IL 60195

**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS**

**THIS AGREEMENT** made this 28th day of December 2001, by and between **JCG PROPERTIES, L.L.C.**, an Illinois Limited Liability Corporation (hereinafter referred to as "Assignor") and **THE NORTHERN TRUST COMPANY**, an Illinois Banking Corporation, (hereinafter referred to as "Assignee").

1. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, transfers, conveys and assigns to Assignee all right, title, and interest of the Assignor in, to and under any and all leases and subleases together with any and all future leases hereinafter entered into by Assignor (collectively the "Leases") affecting the subject property commonly known as 4401 W. Berteau, Chicago, Illinois and legally described in Exhibit "A" attached hereto and made a part hereof and all guaranties, amendments, extensions, and receivables of said Leases and all rents, income, and profits which may now or hereafter be or become due and owing under the Leases or on account of the use of the subject property.

2. ASSIGNOR GIVES THIS ASSIGNMENT TO ASSIGNEE TO SECURE:

A. The payment of the indebtedness (including any amendments, modifications, extensions or renewals thereof) evidenced by a certain Secured Term Loan Note of Assignor of even date herewith in the principal sum of Four Million and No/100 Dollars (**\$4,000,000.00**) (hereinafter referred to as the "Note") and any and all other indebtedness of Assignor to the Assignee including all other present and future, direct and indirect obligations and liabilities of the Assignor to the Assignee in an amount not to exceed the principal sum of two times the principal amount of the Note at any one time outstanding, and secured by a certain Mortgage (hereinafter referred to as the "Mortgage") of even date herewith encumbering the subject

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property; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage, Environmental Indemnity Agreement and any other instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Note, Mortgage, Environmental Indemnity Agreement and any other instrument constituting security for the Note.

3. ASSIGNOR HEREBY COVENANTS, REPRESENTS AND WARRANTS THAT:

A. The sole ownership of the Lease is vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

B. The Lease listed on the Schedule of Leases (if one is attached hereto) attached hereto as Exhibit "B" and expressly made a part hereof is valid and enforceable in accordance with its terms and has not been altered, modified, or amended, except for any alteration, modification or amendment disclosed to Assignee, and has not been terminated, canceled, or surrendered nor have any of the terms and conditions thereof been waived in any material manner whatsoever except as approved in writing by Assignee.

C. There are no leases of the subject property except those listed on the Schedule of Leases (if one is attached hereto).

D. The Lease shall not be materially altered, modified, amended, terminated, canceled or surrendered nor any term or condition thereof be waived except in the ordinary course of business.

E. There are no defaults now existing under the Lease except as disclosed to Assignee and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under the Lease.

F. Assignor shall give prompt notice to Assignee of any notice received by Assignor claiming that a default has occurred under the Lease on the part of the Assignor, together with a complete copy of any such notice.

G. The Lease shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under the Lease.

H. Assignor will not permit any Lease to come before the Mortgage and shall

subordinate all leases to the lien of the Mortgage.

4. RIGHTS AND REMEDIES UPON DEFAULT

A. This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignor in writing that a default has occurred, and has not been cured within any applicable notice and grace period, under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.

B. In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note which remains uncured after any applicable cure period, Assignee may, at its option after service of a written Notice, receive and collect all such rents, income and profits as they become due, from the subject property and under any and all Leases of all or any part of the subject property. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

C. Assignor hereby irrevocably appoints Assignee its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject property, and at Assignee's discretion to file any claim to take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Any Lessee of the subject property is hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Lease directly to Assignee or such nominee as Assignee may designate in writing.

D. Upon service of the Notice of any default and in the event said default is not cured by Assignor within any applicable cure period, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designees to enter upon the subject property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the subject property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of the Notice of any default that has not been cured, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the subject property and of any indebtedness or liability of Assignor to Assignee,

including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the subject property or of making the same rentable, attorney's fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine according to provisions of the Security Documents executed herewith. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Assignor under the Lease and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Assignor in the Lease. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the subject property, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of the Lease, or for any waste of the subject property by any lessee under the Lease or any other person, or for any dangerous or defective condition of the subject property or for any negligence in the management, upkeep, repair or control of the subject property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

5. CUMULATIVE RIGHTS

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

6. SEVERABILITY

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

7. NOTICE

All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the addresses of the parties hereto as delineated below, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

Assignor: JCG PROPERTIES, L.L.C.  
4404 W. Berteau  
Chicago, Illinois 60641

Assignee: The Northern Trust Bank  
8501 W. Higgins Road  
Chicago, Illinois 60631

8. SUCCESSORS & ASSIGNS

The term "Assignor", "Assignee", and "Assignor" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

9. MODIFICATIONS

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

ASSIGNOR:

JCG PROPERTIES, L.L.C.

By: Joseph C. Grendys  
Joseph C. Grendys  
Manager

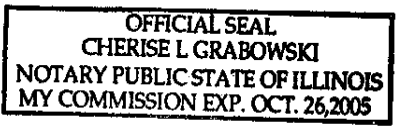
# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK )

I, Cherise L. Grabowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph C. Grendys as Manager of JCG Properties, L.L.C., an Illinois Limited Liability, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in said capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Limited Liability Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of Dec., 2001.

Cherise L. Grabowski  
NOTARY PUBLIC



Property of Cook County Clerk's Office



**EXHIBIT "A"  
TO  
ASSIGNMENT OF RENTS AND LEASES**

**LEGAL DESCRIPTION:**

PARCEL "A":

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES: THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST FROM SAID POINT OF COMMENCING, A DISTANCE OF 183.94 FEET TO THE PLACE OF BEGINNING OF LAND HEREIN TO BE DESCRIBED; THENCE NORTH 5 DEGREES 36 MINUTES 52 SECONDS WEST, A DISTANCE OF 247.75 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 96.78 FEET ALONG THE CHORD OF A CURVED LINE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 193.18 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 97.82 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I.C.C. NUMBER A-303 AND EXTENSION OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED, A DISTANCE OF 369.32 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 100 FEET; THENCE SOUTH 51 DEGREES 55 MINUTES 27 SECONDS EAST, A DISTANCE OF 926.12 FEET; THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 43.51 FEET TO A POINT 15 FEET NORTHERLY, AS MEASURED RADially FROM THE CENTER LINE OF SPUR TRACK I.C.C. NUMBER A-243 OF SAID RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY, ALONG A LINE, PARALLEL WITH THE CENTER LINE OF SAID SPUR TRACK I.C.C. NO. A-243, SAID PARALLEL LINE HAVING THE FOLLOWING DESCRIBED COURSES AND CHORD DISTANCES; NORTH 86 DEGREES 04 MINUTES WEST, AS DISTANCE OF 23.54 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 55 SECONDS WEST, A DISTANCE OF 102.78 FEET; THENCE SOUTH 77 DEGREES 31 MINUTES 32 SECONDS WEST, A DISTANCE OF 102.50 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 09 SECONDS WEST, A DISTANCE OF 102.44 FEET; THENCE SOUTH 60 DEGREES 15 MINUTES 25 SECONDS WEST, ALONG THE LAST CHORD DISTANT OF 74.06 FEET; THENCE SOUTH 83 DEGREES 23 MINUTES 08 SECONDS WEST, A DISTANCE OF 100 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL "A-1":

EASEMENT FOR THE BENEFIT OF PARCEL "A" AS CREATED BY THE DEED FROM CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION TO B&B PACKING COMPANY, A DELAWARE CORPORATION, DATED DECEMBER 8, 1965 AND RECORDED DECEMBER 10, 1965 AS DOCUMENT 19680543 FOR THE CONSTRUCTION, REPAIR, MAINTENANCE AND USE OF A PRIVATE ROADWAY OVER AND UPON A PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE, SAID ROADWAY TO BE 30 FEET IN WIDTH, TO-WIT:

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A BASE OF THE FOLLOWING DESCRIBED COURSES: THENCE "DUE EAST" ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 930.07 FEET TO THE PLACE OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 532.02 FEET TO A POINT WHICH IS IDENTICAL WITH THE MOST EASTERLY CORNER OF THE TRACT OF LAND ABOVE DESCRIBED; THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 60.0 FEET; THENCE SOUTH 51 DEGREES 55 MINUTES 27 SECONDS EAST, A DISTANCE OF 299.56 FEET; THENCE "DUE SOUTH", A DISTANCE OF 96.13 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER; THENCE "DUE EAST" ON SAID LINE, 220.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL "A-2":

EASEMENT FOR THE BENEFIT OF PARCEL "A" AS CREATED BY THE DEED FROM CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, DATED DECEMBER 8, 1965 AND RECORDED DECEMBER 10, 1965 AS DOCUMENT 19680543 FOR THE CONSTRUCTION, REPAIR, MAINTENANCE AND USE OF A SEWER LINE, WATER LINE, AND OTHER UTILITY LINES IN, UNDER, UPON THE FOLLOWING DESCRIBED STRIP OF LAND, TO-WIT:

A STRIP OF LAND 15 FEET IN WIDTH IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG



THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION TO BE USED AS A BASE FOR THE FOLLOWING DESCRIBED COURSES: 15 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST, 185.67 FEET; THENCE SOUTH 83 DEGREES 23 MINUTES 08 SECONDS WEST, 15.09 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 00 SECONDS EAST, 183.93 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL "B":

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15 HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A BASE FOR FOLLOWING DESCRIBED COURSES; THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST FROM SAID POINT OF COMMENCING, A DISTANCE OF 182.91 FEET; THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST, A DISTANCE OF 247.75 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 96.78 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 193.18 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 97.82 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I.C.C. NUMBER A-303 AND EXTENSION OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED, A DISTANCE OF 369.3 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 100 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 131 FEET; THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 60 FEET, MORE OR LESS, TO A POINT ON A LINE WHICH BEARS NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 35 DEGREES 37 MINUTES 41 SECONDS EAST, A DISTANCE OF 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL "C":

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION AND THE WEST LINE OF NORTH KOLMAR AVENUE SAID POINT COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1

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IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES: THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST, FROM SAID POINT OF COMMENCEMENT, A DISTANCE OF 183.93 FEET; THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST, A DISTANCE OF 247.75 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 96.78 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 193.18 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 97.82 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I.C.C. NUMBER A-303 AND EXTENSION OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED, A DISTANCE OF 369.32 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 131 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 27 FEET, MORE OR LESS, TO A POINT DISTANT 10 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY SPUR TRACK I.C.C. NUMBER 64 AS SAID SPUR TRACK IS NOW LOCATED; THENCE SOUTHEASTERLY, ALONG A LINE PARALLEL WITH SAID SPUR TRACK (I.C.C. NUMBER 64) CENTER LINE, A DISTANCE OF 1057.12 FEET; THENCE SOUTHEASTERLY, ALONG A STRAIGHT LINE, TO A POINT OF BEGINNING DISTANT 10 FEET NORTHERLY, MEASURED RADIALY FROM THE CENTER LINE OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY SPUR TRACK I.C.C. NUMBER A-243 AS NOW LOCATED; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 1030 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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**EXHIBIT "B"  
TO  
ASSIGNMENT OF RENTS AND LEASES**

**SCHEDULE OF LEASES:**

1. Net Lease dated April 30, 1998 between JCG Properties, L.L.C., as Landlord, and Koch Meat Company, Inc., as Tenant, for a term commencing April 30, 1998 for an undisclosed period of time.
2. Lease dated January 1, 1990 with Mid-City Nissan, Inc., as Tenant, for a term commencing January 1, 1990 and expiring December 31, 2002.
3. Lease dated November 30, 1988 with Southwestern Bell Mobile Systems, Inc., d/b/a Cellular One, as Tenant, for a term commencing November 30, 1988 and expiring November 30, 2028.
4. Lease dated October 20, 1981 with National Advertising Company, d/b/a Outdoor Systems Advertising, as Tenant, for a term commencing October 20, 1981 for an undisclosed period of time.

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