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Cook County Recorder

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This Document Prepared by and after Recording Return to:

Schwartz, Cooper, Greenberger & Krauss, Chartered 180 North LaSalle Street Suite 2700 Chicago, Illinois 60601 Attn: Michael S. Kurtzon, Esq.



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#### ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made and delivered as of the 18th day of June, 2002 by 2407 W. NORTH AVENUE, MELROSE, L.L.C., a Delaware limited liability company ("Assignor"), to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Assignee").

#### RECITALS:

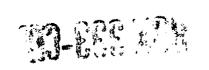
- A. Pursuant to the terms of a Construction Loan Agreement of even date herewith (as amended, modified, replaced or restated from time to time, "Loan Agreement"), Assignee has agreed to loan to Assignor the principal amount of Seventeen Million Eighty-Five Thousand and No/100 Dollars (\$17,085,000.00) ("Loan"). Assigner is executing a certain Promissory Note of even date herewith (as the same may be amended, modified, replaced or restated from time to time, "Note") payable to the order of Assignee to evidence the Loan.
- B. A condition precedent to Assignee's making of the Loan to Assignor is the execution and delivery by Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

- 1. <u>Definitions</u>. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Assignor for the benefit of Assignee (as amended, modified, replaced or restated from time to time, "Mortgage") given as security for the Loan.
  - 2. Grant of Security Interest. Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees,

BOX 333-CII

Property of Cook County Clerk's Office



purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

- Note and any and all renewals, extensions, replacements, amendments, modifications and refinar congs thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
- (b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Note, his Assignment or any of the other Loan Documents, together with all amendments and medications thereof.
- 3. Representations and Warrantics of Assignor. Assignor represents and warrants to Assignee that:
  - (a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
    - (b) Assignor is the lessor under all Leases;
  - (c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;
  - (d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and
  - (e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.
- 4. <u>Covenants of Assignor.</u> Assignor covenants and agrees that so long as this Assignment shall be in effect:

- Assignor shall furnish Assignee for Assignee's review and approval, (a) which approval shall not be unreasonably withheld, copies of any proposed Lease and any modification or amendment ("Amendment") to an Approved Lease (as hereinafter defined) that will pertain to the Premises, which shall provide for subordination to Assignee's lien in a manner reasonably satisfactory to Assignee. Assignee shall use its best efforts to review and approve such Lease within fifteen (15) days after receipt. If Assignee does not approve such Lease or Amendment it shall give Assignor notice of the specific provisions of which it disapproves within such fifteen (15) day period; otherwise, it shall be deemed to have approved such Lease or Amendment. If required by the tenant under an Approved Lease, Assignee shall execute and deliver to each tenant a subordination, non-disturbance agreement, in form and substance reasonably satisfactory to Assignee and such tenant. Notwithstanding anything contained in this paragraph to the contrary. Assignor may enter into a written Amendment to a Lease without Assignee's prior writter consent if each of the following conditions is satisfied: (1) Assignor provides Assignce with a copy of the fully executed Amendment within ten (10) business days after the date of that Amendment's execution and delivery by Assignor and the tenant: and (2) the Amendment does not (a) change the amount of base rent or additional rent payable by the terant under that Lease; (b) increase or otherwise accelerate the obligations of the landlerd under that Lease; (c) decrease or otherwise delay the obligations of the tenant urder that Lease; (d) affect the term of that Lease; or (e) otherwise adversely affect the Loan or the value of the Premises.
  - (b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;
  - (c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;
  - (d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;
  - (e) Except as permitted under Section 4(a) above, Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior approval, provided, however, that Assignor may cancel or terminate any Lease as a result of a

material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

- (f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;
- (g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;
- (h) Assignor shall not waive or excuse the obligation to pay rent under any Lease:
- (i) Assigner chall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in account action or proceeding in which Assignee may appear;
- (j) Assignor shall give pron.pt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;
- (k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;
- (I) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;
- (m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease. Notwithstanding anything in this paragraph to the contrary, Lender's approval of a Lease or Amendment in accordance with the terms of this Assignment, which Lease or Amendment does not otherwise comply with the requirements of this paragraph;

- (n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below; and
- (o) Not later than thirty (30) days after the end of each calendar quarter after such time as Assignor has executed and delivered an Approved Lease, Assignor shall deliver to Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Assignee.

As used herein, "Approved Leases" (or each, an "Approved Lease") mean the leases and use and occupancy egas ements for portions of the Project approved by Assignee in its reasonable discretion as sectorth in Section 4 (a) above.

- Paragraph 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.
- 6. Events of Default. An "Event of Default' shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the Note, Mortgage or the other Loan Documents.
- 7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any ore or more of the following rights and remedies without any obligation to do so, without in any way vaiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:
  - (a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;
  - (b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the

same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents. and to do any other act which Assignee deems necessary or proper;

- (c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and
- (d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assigner with interest thereon until paid at the Default Rate and shall be secured by this Assignment.
- 8. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as Assignee shall elect in its scle and absolute discretion.
- Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the

defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of no rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

- be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 11. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to or done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.
- 12. <u>Security Deposits</u>. Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.
- 13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

- 14. <u>Successors and Assigns</u>. This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.
- 15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.
- 16. <u>Duration</u>. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.
- 17. Coverning Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 18. <u>Notices</u> All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.
- ASSIGNOR AND ASSIGNEE (BY Waiver of Trial by Jury. 19. £7: b ACCEPTANCE HEREOF), HAVING PEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY VAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.
  - Assignment or in any Loan Documents, Assignor shall have no personal liability for the obligation to pay any principal, interest or other sums payable under this Assignment or the Note, or for the obligation to observe, perform or discharge any of the terms, covenants or conditions contained in the other Loan Documents, and (a) no attachment, execution, writ or other process shall be sought and no judicial proceeding shall be initiated by or on behalf of the Assignee against Assignor as a result of a breach or default under this Assignment or the other Loan Documents except to the extent that such attachment, execution, writ or judicial proceeding shall be necessary to enforce any of the rights, remedies or recourses of the Assignee against or with reference to the Premises; and (b) in the event that any suit is brought under this Assignment, the Note, the Mortgage or other Loan Documents, whether before or after the

maturity by acceleration, by passage of time or otherwise, any judgment obtained in or as a result of such suit shall be enforceable and/or enforced solely against the Premises; provided, however, that the Assignee shall have full recourse and the Assignor shall be personally liable for and will promptly account to Assignee for all rents, issues, profits and income derived from the Premises which is received by Assignor that accrue from and after the occurrence of an Event of Default under this Assignment. Nothing herein contained shall be construed to: (1) be a release or impairment of the indebtedness evidenced by the Note or of the liens of the Mortgage; (2) prevent Assignee from exercising and enforcing, consistent with the provisions of this Section, any other remedy allowed at law or in equity or by any statute or by the terms of this Agreement or the other Loan Documents; (3) prevent the Assignee from enforcing any and all guaranties or the Environmental Indemnity Agreement given in connection with the Loans on any personal liability or other available remedy against the Assignor or any Guarantor or any other person for any separate certificate, indemnity, bond, guaranty, assignment or affidavit hereafter executed in connection with the Loans; (4) prevent the Assignee from recovering any funds, damages or costs (including, without limitation, legal expenses) incurred by the Assignee as a result of any deliberate, intentional or willful action taken in bad faith or as a result of misrepresentation or fraud by or on behalf of the Assignor; or (5) prevent the Assignee from recovering any condemnation or insurance croceeds, or other similar funds or payments attributable to the Premises, which under the terms of the Mortgage or any of the other Loan Documents should have been, but were not, paid to the Assignee. Nothing herein shall be deemed to be a waiver of any right which Assignee may have under Sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978 or any successor thereto or similar provisions under applicable state law to file a claim for the full amount of the debt owing to Assignee by Assignor or to require that all collateral shall continue to secure all of the indebtedness owing to Assignee in accordance with the Loan Documents.

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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

> 2407 W. NORTH AVENUE, MELROSE, L.L.C., a Delaware limited liability company

By: Opus North Corporation, an Illinois corporation, its authorized member

Property of Cook County Clark's Office Name: John. M. Lrocker, Jr.

STATE OF ILLINOIS ) SS. COUNTY OF Gold )
I, Jum. Calabrese, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John M. Crockser Jr., the President of Opus North Corporation, an Illinois corporation and an authorized member of 2407 W. NORTH AVENUE, MELROSE, L.L.C., a Delaware Limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 18 day of June, 2002.
Notary Public
"OFFICIAL SEAL" Jill M. Calabrese Notary Public, State of Illinois My Commission Expires Sept. 1, 2002
GIVEN under my hand and notarial seal, this Saday of June, 2002.  Notary Public  OFFICIAL SEAL*  Notary Public, State of Illinois My Commission Expires Sept. 1, 2002

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

THE WEST 570 FEET OF THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER, SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH EASTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY AND NORTH OF THE NORTH LINE OF RIGHT OF WAY OF WEST NORTH AVENUE AS WIDENED, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER AND THE NORTH LINE OF RIGHT OF WAY OF WEST NORTH AVENUE, SAID POINT BEING 102.43 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH A ONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 1342.37 FEET TO THE INTERSECTION OF SAID LINE WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR LEUT RAILROAD COMPANY, SAID POINT BEING 342.74 FEET SOUTH OF THE INDIAN BOUNDARY LINE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWOAD ALONG A LINE FORMING AN ANGLE OF 136 DEGREES 30 MINUTES 52 SECONDS FROM SOUTH TO ELST TO NORTH WITH THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 828.28 FEET TO INTERSECTION OF SAID RIGHT OF LINE WITH THE EAST LINE OF THE WEST 570 FEET OF SAID SOUTH WEST FRACTIONAL QUARTER; THENCE SOUTH ALONG A LINE 570 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 1945.11 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE NORTH LINE OF RIGHT OF MAY OF WEST NORTH AVENUE, SAID POINT BEING 102.78 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE ST. Clorks Office WEST ALONG THE NORTH RIGHT OF WAY LINE OF WEST NORTH AVENUE 570 FEET TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS:

Northeast corner of 25th Avenue and North Avenue

Melrose Park, IL

PINS:

12-34-300-004-0000;

12-34-304-002-0000:

12-34-304-006-8001; and

12-34-304-006-8002