<del>0021314689</del>

UNOFFICIAL CO2003/26 001 Page 1 of 9

Cook County Recorder

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Barik One/U-Stor-It (Kimberly) LLC

This Instrument Prepared by (and after recording, please mail to): William S. McDowell, Jr. Baker & McKenzie 130 East Randolph Drive Chicago, Illinois 60601

NWNT 01021484 3013 1 J 0021314689

Above Space for Recorder's Use Only

### ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment"), dated as of November 26, 2002, made and executed by U-STOR-IT (NIMBERLY) LLC, an Illinois limited liability company ("Borrower") in favor of BANK ONE, ILLINOIS, NA ("Assignee");

#### WITNESSETH:

### WHEREAS:

A. By reason of that certain loan (the "Loan") being made by Assignee pursuant to that certain Loan Agreement dated even date herewith between Borrower and Assignee (the "Loan Agreement"), the provisions of which are incorporated herein by reference and made a part hereof, Borrower is justly indebted to Assignee in the principal sum of One Million Nine Hundred Forty Thousand and Not 200 Dollars (\$1,940,000.00) as evidenced by a promissory note (the "Note") executed on behalf of Borrower, and bearing interest (the rate of which may change from time to time if, as, and when the Prime Rate, as defined in the Note changes) and repayable on the terms set forth in the Note, and which shall be due and payable in full on November 26, 2003 (the "Maturity Date") as the same may be accelerated pursuant to the terms of the Loan Agreement, whereby Borrower promises to pay the aforesaid principal sum, or so much thereof as shall from time to time be disbursed to or for the benefit of Borrower pursuant to the Loan Agreement;

B. To secure the payment of the Note and other indebtedness of Borrower to Assignee, Borrower has executed a Construction Mortgage, Security Agreement and Financing Statement (the "Morrgage") of even date herewith conveying to Assignee a security interest in the real estate legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Premises");

NOW, THEREFORE, in order to secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Assignment, the Mortgage, the Note, the Loan Agreement, any and all other mortgages, security agreements, assignment of leases and rents, guaranties, indemnity agreements, letters of credit and any other documents and instruments now or hereafter executed by Borrower, to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Note and any and all renewals, extensions, amendments and replacements of the Note and any such other documents and instruments (this Assignment, the Note, the Mortgage, such other documents and instruments now or hereafter executed and delivered in connection with the Loan, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes herein referred to collectively as the "Loan Documents" and individually as a "Loan Document", and all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities"), Borrower does hereby assign to Assignee, for collateral purposes only, all of the right, title and interest of Borrower in:



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- (A) All of the rents which are due or may hereafter become due pursuant to any of the Leases (as defined in paragraph B below) and any other payments in addition to rent made by or due from any and all tenants, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (which rents and payments together with any and all rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Premises are herein collectively referred to as the "Rents");
- **(B)** All oral and written leases and/or subleases with, or other agreements for use or occupancy made by, any person or entity, and any and all amendments, extensions, renewals, modifications and replacements thereof, pertaining to all or any part of the Premises, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases"), including, without limitation (i) all guarantees of any tenant obligations under any of the Leases (collectively, "Lease Guarantees"), and (ii) all rights, powers, privileges, options and other benefits (collectively, 'Rights") of Borrower under the Leases, including, without limitation: (a) the immediate and continuing right to receive and collect all Rents, (b) the right to make all waivers and agreements, including any waivers pertaining to the obligations of tenants, (c) the right to give all notices, permissions, consents and releases, including consents to any instrument which subordinates or makes paramount the interest of a tenant to the Mortgage, (d) the right to take such action upon the happening of a default under any of the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law, (e) the right to do any and all other things whatsoever which Borrower is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter Leases, (f) the right to exercise any option required or permitted under any of the Leases, and (g) the right to exercise any of the powers, privileges and other benefits of Borrower under any and all Lease Guarantees (the Rents, Leases, Lease Guarantees, and Rights being sometimes collectively referred to as the "Collateral"), all on and subject to the following described terms and conditions:
- Authority Granted to Assignee. Be crover hereby authorizes Assignee to (i) hold, operate, manage, and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, Rents, issues and profits of the Premises including actions for recovery of Rent, actions in forcible detainer and actions in distress for Rent. hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower, (ii) cancel or terminate any of the Leases for any cause or on any ground which would entitle Borrower to cancel the same, (iii) elect to disaffirm any other Leases made subsequent to the Mortgage or subordinated to the lien thereof, (iv) extent or modify any of the then existing Leases and make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to tenants to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Assignee may seem judicious, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possession, operation, and management thereof, (vii) receive all avails, Rents, issues and profits, and (viii) do any and all other things with respect to the Premises and the Collateral which an absolute owner or landlord has the right to do.
- 2. **Present Assignment**. This Assignment constitutes a present assignment of the Rents, Leases and other Collateral. Notwithstanding such present assignment, Borrower may collect the Rents, manage the Premises and exercise the rights in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default (defined in Section 12 hereof) has not occurred, and except as hereinafter specified. Assignee agrees not to exercise its rights hereunder prior to the occurrence of an Event of Default. If Borrower shall receive on account of any claim, demand, action, suit or proceeding, including, without limitation, any claim, contested matter or adversary proceeding under the Bankruptcy Code, any sums relating to the breach or rejection of any of the Leases by any tenant thereunder, or trustee of any such tenant under the Bankruptcy Code, including, without

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limitation, all damages arising out of such breach or rejection, all rights to charges payable by such tenant or trustee in respect of the premises demised under such Leases following the entry of an order for relief under the Bankruptcy Code in respect of such tenant and all rentals and other charges outstanding under the Lease as of the date of entry of such order for relief, such funds shall be dealt with in the manner specified in paragraph 3 hereof.

### 3. Intentionally Omitted.

- 4. **Power Coupled with Interest**. This Assignment confers upon Assignee a power coupled with an interest and cannot be revoked by Borrower.
- 5. Borrower Warranties. Borrower covenants and warrants as follows: (i) Borrower has full right to assign the Collateral, and (ii) there has been no previous assignment (which has not been released) and, without Assignee's prior written consent, Borrower will permit no future assignment (as collateral or otherwise) of the landlord's right, title or interest in any of the Leases or other Collateral (other than pursuant to the other Loan Documents).
- 6. Modifications and New Leases. Borrower covenants that except as otherwise expressly authorized under the Loan Agreement it will not (i) reduce the rent or extend the term of any of the Leases (any such modification, change, alteration, supplement or amendment, regardless of its form, being hereinafter referred to as a "Modification") nor execute any new Lease without giving Assignee prior written notice of any such proposed Modification or new Lease and without Assignee's prior written consent thereto, (ii) surrender or accept surrender of any of the Leases except at the expiration of the Term thereof without Assignee's consent or, except in the ordinary course of business following a default by a tenant and provided Borrower notifies Assignee in advance in detail of the nature of the default, (iii) consent to any assignment or subletting of the tenant's interest under any of the Leases except as otherwise required under any Lease app oved by Assignee, (iv) except as otherwise expressly provided in Leases approved by Assignee and except for security deposits and expense reimbursements, accept Rents more than thirty (30) days in advance of the due date thereof under a sy of the Leases, (v) assert any claim or take any action against any tenant under any of the Leases except due to a default or due to a bankruptcy proceeding, or otherwise seek recovery, damages or other relief against any such tenant, which would have the effect of relieving such tenant from any obligation or liability or which would affect, impair of discharge any right of Assignee. Any right of first offer, expansion options or extension options, and the terms there it exercised by tenants in accordance with Leases previously approved by Assignee shall not be subject to Assignee's sucher approval. Copies of all Leases will be delivered to Assignee upon request.
- Lease Obligations. Borrower, without cost, liability or expine to Assignee, shall (i) at all times promptly and faithfully abide by, discharge, and perform all of the covenants, conditions and agreements contained in all Leases on the part of the landlord thereunder to be kept and performed, (ii) attempt to enforce or secure the performance of all of the material covenants, conditions and agreements of the Leases on the part of the tenants to be kept and performed in a commercially reasonable manner commensurate with the magnitude of the default involved, provided, however, the foregoing shall not require Borrower to institute litigation unless decreed necessary in its reasonable business judgment, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord on or the tenants thereunder, (iv) furnish Assignee, within ten (10) days after a request by Assignee so to do, a written statement containing the names of all tenants, terms of all Leases, including the spaces occupied, the rentals payable and security deposits, if any, paid thereunder, and Lease Guarantees, if any, pertaining thereto, and any such other information pertaining to the Premises and the operation thereof as Assignee may reasonably request, and (v) exercise within ten (10) days of any demand therefor by Assignee (but not more than once each calendar year) any right to request from the tenant under any of the Leases a certificate with respect to the status thereof.
- 8. Management of Premises. Borrower shall cause the Premises to be managed at all times in accordance with sound business practice and by itself, or any other competent and reputable managing agent reasonably acceptable to Assignee pursuant to a management agreement reasonably approved by Assignee in writing in advance of execution thereof by Borrower, or anyone acting on its behalf. Following such approval, Borrower shall not permit the management agreement to be terminated (except for good cause after notice to Assignee), modified or amended in any material respect, or extended, or permit a change in the identity of the management agent, without Assignee's prior written consent which will not be unreasonably withheld or delayed,

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provided, however, that it shall not be deemed unreasonable if Assignee requires as a condition to giving such consent that the proposed property manager fully subordinate to the lien of the Mortgage and this Assignment, or at Assignee's election waive any lien for past, present or prospective services to which said property manager might otherwise be entitled by reason of Section 1 of the Illinois Mechanics Lien Act (770 ILCS 60/0.01 et seq.). Each management agreement shall be subject in all respects to the lien of the Mortgage and this Assignment and the rights of Assignee hereunder, and each management agreement shall so provide.

- 9. **Books and Records; Financial Statements**. Borrower shall keep and maintain at all times complete, true and accurate books of account and records reflecting the results of the operation of the Mortgaged Property as specified in the Loan Agreement.
- 10. Further Assurances. Borrower shall execute and deliver, at the written request of Assignee, all such further arsurances and assignments as Assignee from time to time shall reasonably determine are necessary to effectuate the terms and provisions of this Assignment.
- 11. Assignee to be Creditor of Tenants. Assignee shall be deemed to be the creditor of each tenant under the Leases in ar, assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such tenant (without any obligation on the part of Assignee to file claims or otherwise to pursue creditor's rights in such proceedings). Borrower shall have the right, however, to file any proof of claim required or permitted in any such proceedings. All monies received in connection with any such proceedings.
- Remedies Upon Even of Default. Upon or at any time after (i) the occurrence of any Event of Default under, and as defined in the Note of the Mortgage, or any other Loan Document, or (ii) a failure by Borrower to cure a default by Borrower under this Assignment within thirty (30) days after Assignee gives Borrower written notice thereof, or within such longer perior, not exceeding an additional one hundred fifty (150) days, as may reasonably be required for any such default which cannot reasonably be cured within such thirty (30) days, subject to the same provisos specified in Section 5.1(ii) of the Loan Agreement applicable to any extended cure period (either of such events being herein referred to as ar "Event of Default"), and upon demand of Assignee, Borrower shall surrender to Assignee and Assignee shall with process of law be entitled to take actual possession of the Premises, or any part thereof, personally or by its agent or attorneys, and Assignee in its discretion may with process of law enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of Borrower or the ther manager of the Premises relating thereto, and may exclude Borrower and its respective agents, or servants, wholly therefrom and may, as attorney in fact or agent of Borrower, or in its own name as Assignee, exercise any or all of depowers herein granted to Assignee. Assignee may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such default. In the event Assignee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Borrower such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Borrowe, s i iabilities are paid in full, it being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.
- 13. Nature of Remedies. No delay or omission on the part of Assignee in the exercise of my remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Documents. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Borrower or the Premises at the sole discretion of Assignee, and may be exercised as often as occasion therefor shall arise.
- Assignment, after payment of certain expenses relating to the Premises, on account of Borrower's Liabilities in such order and manner as Assignee may elect. Without limitation of the foregoing, the expenses relating to the Premises may include taxes, insurance, assessments, management fees, usual and customary commissions to real estate brokers for leasing real estate, and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. The receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for

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herein or in the other Loan Documents shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

- 15 Limitation of Assignee's Obligations. Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Paragraph 14 hereof. Except in the event of Assignee's negligence or willful misconduct, Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any loss sustained by Borrower resulting from Assignee's failure to let the Premises, or any portion thereof, or for any claim for damages or set-offs arising out of Assignee's management of the Premises. Assignee shall not be liable to any tenant for the return of any security deposit made under any Lease unless Assignee shall have received such security deposit from the landlord or such tenant. Except in the event Assignee takes possession and control of the Premises, Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the landlord under any of the Leases, nor shall Assignee be responsible for any act committed by the landlord, or any breach or failure to perform by the landlord with respect to any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or legair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, accesshall it operate to make Assignee responsible or liable for any waste committed on the property by the tenante or any other parties or for any dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair, or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger, unless and until Assignee takes possession or control of the Premises. Nothing contained herein shall be deemed to have the effect of making Assignee a mortgagee in possession of the Premises or any part thereof.
- Reimbursement. Bon ower shall reimburse Assignee for and indemnify Assignee against all expenses, losses, damages and liabilities which Assignee may incur by reason of this Assignment or the exercise of any of the rights granted hereunder except for my such expenses, losses, damages and liabilities which have been incurred directly as the result of gross negligence or willful misconduct on the part of Assignee. Any and all amounts due to Assignee under this Paragraph 16 shall be immediately due and payable, shall be added to Borrower's Liabilities, shall bear interest if not paid within ten (10) days after demand for payment by Assignee at the Default Rate (as described in the Note) and shall be secured by this Assignment and the other Loan Documents.
- 17. Authorization to Tenants. Each present and future tenant under any of the Leases is hereby authorized and directed to pay the Rent payable thereunder to Assignee apon written demand from Assignee stating that an Event of Default has occurred without inquiry as to whether any such Event of Default has occurred or whether Assignee is rightfully entitled to such Rent. Following receipt of any such demand, no tenant shall be given credit for any Rent paid other than to Assignee thereafter until Assignee instructs such tenant otherwise in writing.
- 18. Modification of Loan Terms. If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Note is renewed, modified or replaced or if any security for the Note is released, Borrower and any other parties now or hereafter liable therefor or interested in the Premises shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and then who lie hereof and of the other Loan Documents shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Assignee.
- 19. Successors and Assigns. This Assignment shall inure to the benefit of Assignee and be binding upon Borrower, the heirs, legal representatives, successors and assigns of Borrower and all persons and entitles (including owners and tenants) which may hereafter have any interest in the Premises.
- 20. No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Premises to any tenant under any of the Leases, the tenant's leasehold estate under such Lease shall not merge into the fee estate and the tenant shall remain obligated under such Lease as assigned by this Assignment.
- Notices. Each notice, request, demand, approval, consent, election, or other communication permitted or required to be given hereunder (each being herein referred to as a "Notice") shall be in writing, shall be effective for all purposes if delivered by means of a service, including, but not limited to, commercial courier or delivery services and the United States Postal Service, which provides proof of delivery (or attempted delivery, as the case may be), and shall conclusively be deemed given on the date of actual receipt by the party to which it is



directed, notwithstanding any further direction to the attention of any individual or department, provided that where provision is made for the attention of any individual or department, the Notice shall be effective only if the wrapper in which it is sent is addressed in accordance with such provision, or on the date such a delivery is attempted but cannot be made because of a changed address of which no Notice was given, rejection, or other refusal to accept said delivery. Each party hereto may from time to time request, as shown below, or by Notice given in the manner aforesaid, that a copy of any Notice given in accordance with this section be sent to no more than two (2) additional representatives of the party making such request, addressed in the manner indicated in such request, in which event the party to whom such request is made shall send via regular mail, postage prepaid, on the day of depositing for delivery via mail or courier service any Notice intended for the party making such request, a copy thereof to the representative so designated, provided, however, that the effectiveness and date of giving any Notice to any party shall, for all purposes hereunder, be determined solely by the provisions of the first sentence of this section. Notices shall be addressed to the respective parties, as follows:

> If for Assignee: Bank One, NA

> > Commercial Real Estate Department 200 South Wacker Drive, 6th Floor

Chicago, Illinois 60601

Attention: Ms. Kathleen A. Wagner

Baker & McKenzie

One Prudential Plaza 130 East Randolph Drive Chicago, Illinois 60601

Attention: Mr. William S. McDowell, Jr.

U-Stor-It (Kimberly) LLC If for Borrower:

Elgin Illinois 60123

Attentico Mr. Lawrence S. Nora

Marks Marks & Kaplan, Ltd. with a copy to:

120 North LaSalle St - Suite 3200

Chicago, Illinois 606 J2

Attention: Mr. Richard W. Rappold

Each party hereto may, from time to time, change the address or name specified zoor e for it by giving Notice to the other party (or parties, as the case may be) in accordance with this section.

- Headings. The headings of the articles, sections, paragraphs and subdivirions of this Assignment 22. are for convenience only, are not to be considered a part hereof, and shall not limit, expand a conversion affect any of the terms hereof.
- Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Assignment or in any other Loan Document shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Document (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.
- 24. Changes. Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Borrower and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

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- Governing Law. This Assignment shall be construed, interpreted, enforced and governed by and 25. in accordance with the laws of the State of Illinois.
- Release. Upon payment in full of all obligations of Borrower under the Loan Agreement (other 26. than pursuant to a foreclosure sale), Lender shall, without cost to Borrower, execute and deliver to Borrower a release of Lender's rights under this Assignment.
- BORROWER AND ASSIGNEE HEREBY VOLUNTARILY, Waiver of Jury Trial. KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY RELATIONSHIP BETWEEN ASSIGNEE AND BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT TO ASSIGNEE TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO BORROWER TO ACCEPT THE FINANCING DESCRIBED HEREIN.

IN WITNESS WEEPEOF, Borrower has executed this Assignment on the date first above written.

EOF, B.

Cook Colling Clarks Office By: Bluegill, LLC, an Illinois limited liability

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STATE OF ILLINOIS	)
COUNTY OF COOK BOOMS	) SS )

This instrument was acknowledged before me on Nov. 22, 2002 by Lawrence S. Nora, as Manager, of Bluegill, LLC, an Illinois limited liability company.

"OFFICIAL SEAL"
KATRINA MAR DULTTE - ROSS NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 444-05 LOX COOK COUNTY CLERK'S OFFICE



### EXHIBIT A Legal Description of Land

### Parcel 1

That part of the North half of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 21, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at a point on the South line thereof 33 feet East of the West line of said section; thence Northerly along a line parallel to said West line of said section, 149.42 feet more or less to a point 183 feet South of the North line of said section; thence Easterly along a line parallel to the said North line of said section 129 feet; thence Southerly along a line parallel to said West line of said section 19.42 feet; thence Easterly along a line parallel to the North line of said section 131 feet, thence Southerly along a line parallel to said West line of said section 130 feet more or less to the above mentioned South line of said section; thence Westerly along said South line 260 feet to the point of beginning in Cook County, Illinois.

### Parcel 2

The North half of the Northwest quarter of the Northwest quarter of the Northwest quarter (except the North 33 feet and the West 33 feet) in Section 21, Town hip 39 North, Range 13 East of the Third Principal Meridian except from said premises that part thereof described as follows: Commencing at a point on the South line thereof 33 feet East of the West line of said section thence Northerly (for g a line parallel to said West line of said section 299.42 feet (more or less) to a point 33 feet South of the Northwest of said section; thence Easterly along a line parallel to said section 129 feet; thence Southerly along a line parallel to said West line of said section 169.42 feet; thence Easterly along a line parallel to said North line of said section 121 feet; thence Southerly along a line parallel to said West line of said section 130 feet (more or less) to the above mentioned South line being the South line being the South line of the Northwest quarter of the Northwest quarter of said section; thence Westerly along said South line 260 feet (more or less) to the point of beginning, in Cook County, Illinois.

#### Parcel 3

That part of the Northwest quarter of Section 21, Township 39 North, Rarge 13, East of the Third Principal Meridian described as follows: Beginning at a point on North line of said section of 5.74 feet East of West line of said section; thence South in a straight line 1033 feet; thence Northeasterly in a straight line to a point 150 feet East of the last described line and 633 feet South of the North line of said section; thence North 633 feet to North line of said section; thence West on the North line of said section 150 feet to point of beginning, in Cook County, Illinois.

Permanent Real Estate Index Nos:

16-21-102-002 16-21-102-003 16-21-102-015

16-21-102-017 16-21-103-001

Common Address:

5525 W. Roosevelt Road, Cicero, Illinois

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