2000-03-30 12:55:07

Cook County Recorder

49.50

SML7127cln 3/21/00 MELROSE-STORAGE



### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of the 23rd day of March 2000.

ASSIGNOR: POB

ROY

COMMERCIAL

JOINT VENTURE

LIMITED PARTNERSHIP, an Illinois limited partnership

("Assignor").

ASSIGNEE: FIRST MIDWEST BANK, NATIONAL ASSOCIATION, a national

banking association ("Assignee").

### ARTICLE 1

#### RECITALS

1.1 Assignor is the owner of real property located in Cook County in Melrose Park, Illinois and more fully described in Exhibit "A" to this Assignment (the "Property").

#### This Instrument Prepared By:

Permanent Index No.:

Scott M. Lapins Miller, Shakman, Hamilton, Kurtzon & Schlifke 208 South LaSalle Street Suite 1100 Chicago, Illinois 60604 See Exhibit "A"

Address of Property:

4612 and 4614 W. Lake Street Melrose Park, Illinois

RETURN TO: (Hathaway)
TICOR TITLE INSURANCE
203 N. LaSALLE, STE. 1990 /390
CHICAGO, IL 60601
RE: 990027748

MAIL TO T

00223997

# UNOFFICIAL COPY

- 1.2 Assignee has agreed to loan to Assignor, and Assignor has agreed to borrow from Assignee, the sum of up to \$2,735,892.00 (the "Loan") for the purposes stated herein and pursuant to the obligations, terms and conditions contained in the Loan Agreement (as hereinafter defined).
- 1.3 The Loan is evidenced by two (2) notes of even date (collectively, the "Notes"), and secured by a mortgage or deed of trust of even date (the "Mortgage") covering the Property, and a security agreement of even date (the "Security Agreement") covering the personal property described therein.
- 1.4 This Assignment by Assignor to Assignee is given to further secure Assignor's obligations to Assignee under the Notes, the Mortgage and the Security Agreement.
- 1.5 The purpose of the Loan is to provide financing to acquire and develop two existing industrial buildings in Melrose Park, Illinois into a self storage facility (the "Project").

#### ARTICLE 2

#### DEFINITIONS

The following terms shall have the following meanings herein, unless the context or use requires a different meaning, and such definitions shall be read in the singular or plural as the context requires.

- 2.1 <u>Lease or Leases</u>: All of the leases, tenancies, licenses, and other agreements, written or otherwise, including all amendments, modifications, extensions, additions, renewals and replacements thereof, granting possession, use, or occupancy of the Property, or a portion thereof, to another, whether now existing or hereafter entered into, notwithstanding the fact that said agreements are not specifically identified herein.
- 2.2 <u>Rent or Rents</u>: All the rental income, revenues, issues, proceeds, profits, damages, awards, and payments now or hereafter due under the Leases. Without limiting the generality of the foregoing, Rents shall include all minimum rent, additional rent, percentage rent, deficiency rent, security deposits, liquidated damages, insurance proceeds, reimbursements, and payments and awards for damages.
- 2.3 <u>Indebtedness</u>: All or any part of outstanding and unpaid debt of Assignor to Assignee as evidenced by the Notes, or that may otherwise be due from Assignor to Assignee under the terms of the

Mortgage, Security Agreement, Construction Loan Agreement of even date herewith between Assignor and Assignee ("Loan Agreement") or this Assignment, or any other note, instrument, document, or agreement which evidences or secures unpaid debt of Assignor to Assignee.

- 2.4 <u>Event of Default</u>: An Event of Default as defined in the Notes, Mortgage or Security Agreement.
- 2.5 <u>Property</u>: As previously defined, includes all improvements, buildings, structures, fixtures, amenities, and personal property, now or hereafter acquired, and now or hereafter located thereon and used or intended to be used in connection with the use, occupation, or development thereof, and also all easements, rights of way, and appurtenances, now or hereafter existing, acquired in connection with the Property.
- 2.6 <u>Notes Mortgage, Loan Agreement and Security Agreement:</u> As previously Jefined, includes all subsequent amendments, modifications, extensions, additions, renewals and replacements thereof.

#### ARTICLE 3

#### ASSIGNMENT

3.1 For purposes of giving additional continuing security for repayment of the Indebtedness, Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Leases and Rents. This Assignment is a present assignment, effective immediately upon the execution and delivery hereof by Assignor and shall continue in effect until the Indeptedness is finally and irrevocably paid in full. However, so long as no default shall exist under the Notes, the Mortgage, Loan Agreement, the Security Agreement or this Assignment, Assignee temporarily vaives its right to collect the Rent and hereby gives Assignor permission to collect the same. In consideration for the granting of said permission, Assignor agrees to use all Rents collected for purposes of making payments due on the Indebtedness, for paying all taxes and other charges that if not paid would become a lien against the Froperty, for paying all premiums on insurance policies covering the Property as they become due, and for satisfaction of all its obligations under the Leases, before using the same for any other purpose. This permission given Assignor to collect the Rents may be revoked by Assignee at any time, in its complete discretion, upon the occurrence of an Event of Default.

00223997

#### ARTICLE 4

#### WARRANTIES

Assignor represents, warrants and covenants, and so long as the Indebtedness remains unpaid shall be deemed to continuously represent, warrant and covenant that:

- 4.1 <u>Legal Right and Authority</u>: Assignor has full legal right and authority to execute and deliver this Assignment to Assignee.
- 4 <u>Sole Owner</u>: Assignor is the sole owner of all the landlord's interest in the Leases.
- 4.3 <u>Valid</u> and <u>Enforceable Leases</u>: The Leases, if any, currently in effect are to the best of Assignor's knowledge, valid under existing law and fully enforceable against the parties thereto.
- 4.4 <u>Advance Rent</u>: No Rent has been collected in advance of the time due, except for customary security deposits or one month's rent.
- 4.5 <u>Defaults</u>: To the best of Assignor's knowledge and belief, no Lease is in default, nor is Assignor aware of any information that a tenant intends to default under a Lease, or intends to notify Assignor that Assignor is in default under a Lease, except as has been previously disclosed to Assignee in writing.
- 4.6 <u>Undisclosed Leases</u>: Assignor has not entered into any lease for all or any part of the Property, except in the ordinary course of business.
- 4.7 <u>Assignment</u>: Assignor has not previously assigned all or any part of the Leases or Rents, nor any right, title or interest therein.
- 4.8 <u>Execution and Delivery</u>: The Notes, Mortgage and Security Agreement have been duly executed and delivered by Assignor to Assignee.

#### ARTICLE 5

### COVENANTS OF ASSIGNOR

5.1 <u>Attorney-in-Fact</u>: Assignee is hereby appointed attorney-in-fact of Assignor with full power of substitution and with full

power and authority to act in the name of Assignor with respect to the subject matter of this Assignment, including without limitation, anything relating to the Indebtedness or the Property. In connection therewith, in addition to other things deemed necessary by Assignee to effectuate the intent and object of this Assignment, upon the occurrence of an Event of Default, Assignee may, without limitation:

- (a) Demand, recover and receive the Rents, or any part thereof, from any person whomsoever;
- (b) Maintain any and all actions or proceedings to recover the Rents, enforce the Leases, or to recove tenants or occupants from the Property;
- Perform such acts as may be required of Assignor by all Leases, any other tenancy of the Property, any other agreement affecting the Property, or any part thereof and this Assignment;
- (d) Lease the Property, or any part thereof, which is now or may become vacant, for such periods as Assignee may deem proper;
- (e) Perform such acts and execute and/or deliver all papers, leases, licenses, franchises and agreements that may be required in any action or proceeding affecting the Property, and in managing and operating the Property;
- Pay out of the Rents, all sums deemed reasonably necessary by Assignee for general improvements, tenant improvements, protection, operation, business expense, leasing, managing (whether by retained agent or otherwise), or preservation of the Property, including without limitation, payment of taxes, assessments, reasonable management fees, leasing commissions, utilities, liens, and insurance premiums, and all security, maintenance, and repair charges. If the Rents are not sufficient to cover such payments, together with sums due on the Indebtedness, Assignor will promptly reimburse Assignee to the extent thereof, together with the Motes rate of interest thereon. The obligation by Assignor to pay such sums to Assignee shall be secured hereby. Nothing contained herein shall in any way obligate Assignee to pay any item listed in this subparagraph (f), to act in any manner on behalf of Assignor, or to relieve Assignor from its duty to perform according to the provisions of the Leases. Assignment confers upon Assignee a power coupled with an interest and shall be irrevocable so long as the Indebtedness remains unpaid.

- 5.2 <u>Duties and Obligations</u>: Assignor will duly perform all the duties and comply with all the obligations, terms and conditions, required of it by the Leases.
- 5.3 <u>Assignment and Prepayment</u>: Assignor will not, without Assignee's written consent, otherwise assign the Leases or the Rents, nor any part thereof, nor accept prepayments or installments of same before they become due, except that Assignor may accept security deposits and one month's Rent, in advance, from tenants.
- 5.4 Additional Acts: Assignor will perform all necessary further acts to authorize payment of the Rents to Assignee, and will execute and deliver to Assignee any and all further instruments and perform all further acts requested by Assignee to effectuate the purposes of this Assignment.
- 5.5 <u>Irrevocable Consent</u>: Assignor irrevocably consents that any tenant, occupant, or other person in possession or occupancy of all or any part of the Property may completely rely upon Assignee's notice of Assignor's default hereunder and the right of Assignee to exercise its rights granted hereby without requirement on the part of such person to independently determine the actual existence of such default.
- 5.6 <u>Modification</u>: Assignor agrees not to enter into, terminate, alter, modify, default under, add to or amend any Lease in any material way, nor give or effect any waiver or concession thereof or thereunder, nor cancel or release any guarantor thereon, in whole or part, nor exercise any option under any Lease, nor consent to the assignment of any Lease, or the subletting of the space covered thereby, nor allow any Lease to be merged with any other interest, nor accept the surrender of any Lease, or any of the Property covered thereby, except in accordance with Section 6.2 herein.
- 5.7 <u>Surrender of Possession</u>: Upon the occurrence of an Event of Default, upon demand, Assignor shall surrender possession of the Property to Assignee. Upon entry, Assignee may exercise all or any of the rights and powers granted it hereby, but no such entry by or on behalf of Assignee shall be deemed to constitute Assignee a "mortgagee in possession". If Assignor remains in possession of the Property after such default, its possession shall no as a tenant of Assignee; and Assignor agrees to pay to Assignee, in advance upon demand, a reasonable monthly rental for the Property or part thereof so occupied. This covenant shall, at the option of Assignee, become operative immediately upon the occurrence of an Event of Default, regardless of whether foreclosure proceedings have been instituted or application has been made for the appointment of a receiver.

- Copies: Within 15 days following written request from Assignee Assignor shall deliver true and complete copies of all Leases..
- 5.9 Management and Enforcement: Assignor agrees to manage the Property in accordance with sound business practices, to diligently enforce the Leases and the obligations of any guarantor thereon, to do or cause to be done all of the landlord's obligations thereunder, to do or cause to be done any reasonable specific action required by Assignee with respect thereto in furtherance of this Assignment, and not to do nor cause to be done anything to impair the value of the Leases, or the Property, as security for the Indebtedness.

#### ARTICLE 6

#### MISCELLANEOUS

- 900 M 6.1 Claims Under Lease: Assignee shall be deemed to be the creditor of all tenants under the Leases with respect to all Assignor's claims against such tenants for damages, and under the Leases; and Assignee shall have the right (but not the obligation) if a default hereunder exists to file said damage claim or claims under the Leases in all actions or proceedings involving or affecting such tenants, including, without limitation, actions or proceedings involving an assignment for the benefit of creditors, dissolution reorganization, insolvency, bankruptcy, receivership. Assignor hereby assigns to Assignee all such claims for damages and claims under the Leases, and all money received as a result thereof. Assignor hereby irrevocably appoints Assignee its attorney-in-fact with full power of substitution, and with full power to make and file such claims, to appear in any such action or proceedings, and to collect all money resulting therefrom or awarded therein.
- Standard Lease: Assignor does not and shall not have the authority to lease all or any part of the Property, except by using a standard lease form previously approved by Assignee, or by using another lease form previously approved by Assignee. The lease of all or any part of the Property, including, without limitation, the rent reserved, shall be on reasonable terms, customary for the rental of like space in the locale where the Property are located. Assignee shall not be bound, in any way at any time, by any lease entered into by Assignor in violation of this paragraph, or in violation of the Mortgage.
- 6.3 Assignee's Obligation: Notwithstanding presumption or implication to the contrary, Assignee shall not be obligated by reason of its acceptance of this Assignment, nor by

the collection of any Rent, to perform any obligation of Assignor as landlord under the Leases, nor shall Assignee be responsible for any act committed by Assignor, or any breach or failure to perform by Assignor with respect to a Lease; and Assignor hereby agrees to indemnify Assignee and save it harmless from and against all losses, liabilities, damages and expenses, including reasonable attorneys' fees, resulting from all claims made against Assignee which arise out of, from or in connection with the Leases, the Property, or this Assignment. However, Assignee may, at its sole option, and without further releasing Assignor from any obligation hereunder, or under the Leases, discharge any obligation which Assignor fails to discharge, including, without limitation, defending any legal action; and Assignor agrees to immediately pay, upon demand, all sums expended by Assignee in connection therewith, including Assignee's costs and expenses, including reasonable attorneys fees, together with interest thereon at the rate provided for in the Notes; and the amount of same shall be added to the Indebtedness. Neither the acceptance of this Assignment, nor the collection of Rent or other sums due or to become due under the Leases, shall constitute a waiver of any right of Assignee under the Notes, Mortgage or any other document or instrument pledging or granting a security instrument in property to secure payment of the Notes and the performance of Assignor's obligations thereunder and under the Mortgage.

- 6.4 Notice of Default. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to the tenants under the Leases. All tenants are authorized and directed to pay rent directly to Assignee upon receipt from Assignee of a statement that Assignor is in default hereunder, or under the Notes or Mortgage, accompanied by a demand for such payment, without any further proof of Assignor's default.
- Rent actually collected shall be discharged by application of such Rent for the purposes described in this Assignment. Assignee shall not be liable for uncollected Rents, nor for any claim for damages or setoff, arising out of Assignee's management of the Property, other than for damages arising from Assignee's gross regligence. Assignee shall not be liable to any tenant for the return of any security deposit made under a Lease, unless Assignee shall actually have received such security deposit from Assignor or such tenant.
- 6.6 <u>Waiver</u>. The failure on the part of Assignee to exercise any right hereunder shall not operate as a waiver thereof. The waiver of any provision herein by Assignee, or the consent to any departure from any such provision, including, without limitation, the exercise, from time to time, of any right hereunder by Assignee after the occurrence of an Event of Default and the waiver or curing of same, shall not be deemed a waiver of that or any other right at that time, nor a waiver of that or any other right subsequent thereto, but shall be applicable only in the specific

instance or for the purpose for which such waiver or consent was given.

- 6.7 <u>Receiver in Foreclosure</u>. In the event that a receiver shall be appointed in a foreclosure action on the Mortgage, the rights and powers granted Assignee hereby shall inure to the benefit of such receiver; and shall be construed to be in addition to all rights and powers given receivers under the law of Illinois.
- 6.8 Taking of Possession and Collection. The taking of possession and collection of Rent by Assignee pursuant hereto shall not be construed to be an affirmation of any Lease, and Assignee, or a purchaser at any foreclosure sale of the Property may, if otherwise entitled to do so, exercise the right to terminate any Lease as though such taking of possession and collection of Rent had not occurred.
- 6.9 Extension on Indebtedness. If, at any time or times, the time of payment of the Indebtedness, or any part thereof, is extended, if the notes are renewed, extended, modified or replaced, or if any security for the Notes is released, Assignor and all other persons now or hereafter liable on the Indebtedness, or interested in the Property, shall be deemed to have consented to such extension, renewal, modification, replacement, or release, and their liability thereon, the lien hereof, and the rights created hereby shall continue in full force and effect.
- 6.10 <u>Severability</u>. If any coligation, term, or condition of this Assignment is deemed illegal or unenforceable, all other obligations, terms, and conditions, and the application thereof to all persons and circumstances subject hereto, shall remain unaffected to the extent permitted by law and if application of any obligation, term, or condition to any person or circumstance is deemed illegal or unenforceable, the application of such obligation, term or condition to any other person or circumstance shall remain unaffected to the extent permitted by law.
- 6.11 <u>Recording Information</u>. Assignee is authorized to insert in executed copies of this Assignment and in any Uniform Commercial Code financing statement executed in connection herewith or with the Indebtedness, dates, Recorder's File and Instrumen'. Numbers, and other recording information omitted therefrom, notwithstanding the fact that the same may not become available until after the date of the execution of this Assignment; and the Recorder of the County in which the Property are located is authorized to enter a reference to the execution, existence and filing of this Assignment upon its records.
- 6.12 <u>Subordination</u>. Assignee may consent to the subordination of the Leases to its Mortgage and this Assignment without any further consent being necessary or required on the part of Assignor.

- 6.13 <u>Assignability</u>. This Assignment shall be binding upon Assignor and its successors and assigns, including any subsequent owner of the Property, and shall inure to the benefit of Assignee and its successors and assigns, including any Assignee of the Notes, Security Agreement and Mortgage. In furtherance and not in limitation of the foregoing, Assignee, as the holder of the Mortgage, shall have the right to assign all of Assignee's right, title and interest in and to the Leases to any subsequent holder of the Mortgage, and also to assign the same to any person acquiring title to the Property through foreclosure or otherwise.
- 6.14 <u>Headings</u>. Captions and titles used in this Assignment have been inserted for convenience only, and shall not be deemed or construct to have any effect upon the scope or meaning of any of the terms, obligations, or conditions of this Assignment.
- 6.15 <u>Validity</u>. The affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing that any part of the Indebtedness remains unpaid shall be conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon. Assignor hereby authorizes and directs any tenant, occupant or user of the Property, or any part thereof, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Notes and that a default exists thereunder, or under the Mortgage, to perform this Assignment in accordance with the terms here of for the benefit of Assignee.
- 6.16 <u>Discharge</u>. This Assignment is given for the purpose of securing Assignor's performance of all its obligations under the Notes, Security Agreement, and Mortgage; and accordingly, upon payment in full of the Indebtedness and the discharge of all Assignor's other obligations under the Notes. Security Agreement, and Mortgage, as evidenced by the recording of an instrument formally satisfying the Mortgage without the consequent recording of another mortgage covering the Property in flavor of Assignee, this Assignment shall automatically become null and void.
- 6.17 Third Party Reliance. Any third party may rely upon this Assignment upon presentation to them of a copy or facsimile thereof, certified to be an exact, complete, and true copy by an attorney duly admitted to practice law in the jurisdiction where the Property are located; and no revocation or termination hereof, by operation of law or otherwise, shall be effective as to such third party, and such third party may rely fully and completely hereon, unless and until written notice of such revocation or termination is actually received by such third party from Assignee.
- 6.18 <u>Waiver by Assignee</u>. This Assignment may not be waived, modified, altered, or amended in any manner or form, except by an agreement, in writing, executed by a duly authorized officer of

Assignee, which writing shall make specific reference to this Assignment.

6.19 <u>Gender and Number</u>. Relative words and any reference to Assignor and Assignee shall be read in the singular or plural when appropriate, and words of masculine or neuter import shall be read as if written in the masculine, feminine, or neuter when appropriate. If more than one party joins in the execution hereof, the covenants and agreements contained herein shall be the joint and several obligation of each of them.

### 6.20 Notices.

All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) three business days after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service, or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service, and (b) addressed as follows:

If to Assignee:

First Midwest Bank, National Association

1000 Lakehurst Road

Watkegan, Illinois 60085 Attention: Scott Lesser

Vice President

With copy to:

Scott M. Larins

Miller, Shakman, Hamilton,

Kurtzon & Schlijke 208 South LaSalle Street

Suite 1100

Chicago, Illinois 60504

If to Maker:

c/o Concord Development Corporation

1540 East Dundee Road

Suite 350

Palatine, Illinois 60067 Attention: Wayne Moretti

And

Lawrence S. Nora U-Store-It Group 655 Big Timber Road Elgin, Illinois 60123

With copy to:

Marks, Marks & Kaplan

120 North LaSalle Street Suite 3200 Chicago, Illinois 60602 Richard W. Rappold Attn:

- 6.21 <u>Defaults</u>. Failure of the Assignor to make any payment due hereunder within five (5) days of the date when due or to cure any other default hereunder within thirty (30) days of written notice thereof shall constitute a default hereunder.
- 6.22 No Extension of Indebtedness. Nothing contained in this Assignment shall operate as or be deemed to be an extension of time for payment of the Indebtedness, or in any way affect any of Assignee's rights, powers or remedies to enforce payment of the Indebtedness, or any part thereof.
- 6.23 Cumulative Remedies and Rights. All rights and remedies of Assignee hereunder are cumulative.
- 6.24 Successors and Assigns. This Assignment shall be binding rs Icces Clarks Office upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

00223997

IN WITNESS WHEREOF, Assignor has executed this Assignment the day and year first set forth above.

ROB ROY COMMERCIAL JOINT VENTURE, an Illinois limited partnership

ATTEST:

By:FAI II, INC., an Illinois corporation, its general partner

By: Marily Moseles Its: asst ceretaly

Its: Open dew

00223997

STATE OF ILLINOIS)
COUNTY OF <u>Cosh</u>) SS.

I HEREBY CERTIFY that on this 34 day of March, 2000, before me personally appeared (1) representation, President and March March Secretary of FAI II, INC., an Illinois corporation and general partnership of ROB ROY COMMERCIAL JOINT VENTURE LIMITED PARTNERSHIP, an Illinois limited partnership, to me known to be the same persons who signed the foregoing instrument as their free act and deed as such officers for the use and purpose therein mentioned, and that the said instrument is the act and deed of said limited partnership.

WITNESS my signature and official seal at Pelatine Mu. in the County of \_\_\_\_\_\_ and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

My Commission Expires: 4/13/03

"OFFICIAL SEAL"

MARILYN-MAGAFAS

TOLARY Public, State of Illinois

Ny Commission Expires 04/13/03

"OFFICIAL SEAL"
CHRISTINA WHITWELL
Notary Public, State of II inois
My Commission Expires 04/18//3

### EXHIBIT "A"

#### LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 5, Township 39 North, Range 12, East of the Third Principal Meridian, North of the Indian Boundary Line, bounded and described as follows, to-wit:

Commencing at a point in the Southwesterly line of Lake Street, distant 80 feet Westerly measured at right angles from the East line of the Southeast Quarter of said Section 5, thence Northwesterly along said Southwesterly line of Lake Street 940 feet, thence Northeasterly at right angles 33 feet to the place of beginning of the payed of land herein described, thence North 73 degrees 05 minutes 15 seconds West along a line parallel with said Southwesterly line of Lake Street 390 feet, thence South 16 degrees 54 minutes 45 seconds West 541.95 feet, thence South 82 degrees 43 minutes 15 seconds East 395.58 feet to a point in a line drawn perpendicular to said Southwesterly line of Lake Street through the aforesaid place of reginning, thence North 16 degrees 54 minutes 45 seconds East along said perpendicular line 475.75 feet of said of beginning, in Cook County, Illinois;

Excepting therefrom from the above-described land a rectangular-shaped tract or parcel of land described as follows, being part of the Southeast Quarter of Section 5, North of the Indian doundary Line, in Township 39 North, Range 12, East of the Third Principal Meridian, described as follows (being the land taken by the Department of Public Works and Duildings of the State of Illinois in Condemnation Proceedings in Case No. 63-S-39072, Circuit Court of Cook County, Illinois, described as follows):

Commencing at a point in the Southwesterly 1:0: of Lake Street, distant 80.00 feet Westerly (measured at right angles) from the East line of the Southeast 1/4 of said Section 5; thence Northwesterly along said Sputhwesterly line of Lake Street, a distance of 940.00 feet to a point in the Southeasterly line of the land so conveyed by Deed Document No. 18400558, said point being also the most Easterly corner of said rectangular-shaped tract or parcel of land as aforesaid; thence Southwesterly along the Southeasterly line of the land so conveyed by said Deed Document No. 18400558, as aforesaid, a distance of 17.00 feet to a point, distant 50.00 feet Southwesterly, measured at right anvies from the centerline of Lake Street; said point being also the most Southerly corner of said rectangular-shaped tract or parcel of land as aforesaid; thence Northwesterly parallel with said centerline of Lake Street, a distance of 158.0 feet to a point; thence Northeasterly parallel to said Southeasterly line of the land so conveyed by said Deed Document No. 18400558, as aforesaid, a distance of 17.0 feet to a point in said Southwesterly line of Lake Street; thence continuing Northeasterly parallel to said Southeasterly line of the land so conveyed by said Deed Document No. 18400558, as aforesaid (and said line extended Northeasterly) a distance of 33.0 feet to the centerline of Lake Street; thence South 73 degrees 05 minutes 15 seconds East along said centerline of Lake Street, a distance of 158.0 feet to a point in the Southeasterly line (or the same extended) of the land so conveyed by said Deed Document No. 18400558, as aforesaid; thence Southwesterly along last described line, a distance of 33.00 feet to the point of beginning, all in Cook County, Illinois.

PIN: 15-05-405-001-0000