

UNOFFICIAL COption9707

4260/0395 45 001 Page 1 of 16 **2003-01-03** 12:12:30 Cook County Recorder 54.00

RECORDATION REQUESTED BY:
STANDARD BANK AND
TRUST CO.
7800 WEST 95TH STREET
HICKORY HILLS, IL 60457



WHEN RECORDED MAIL TO: STANDARD BANK AND

HICKORY HILLS, IL

HICKORY HILLS, IL

TRUST CO. 7800 WEST 95TH STREET

SEND TAX MOTICES TO:
STANDARD FANK AND
TRUST CO.
7800 WEST 95TF STREET

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

Mark E. Shure, Attorney for STANDARD BANK AND TRUST CO. 7500 WEST 95TH STREET HICKORY HILLS, IL 60457

ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

Standard Bank and Trust Co., not personally but as Trustee under Trust Agreement dated November 14, 2002 and known as Trust No. 17516 (the "Borrower"), gives this Alsolute Assignment of Leases and Rents (this "Assignment") to Standard Bank and Trust Co. (the "Lender") as of this 30th day or December, 2002.

1. Assignment. Borrower assigns and absolutely transfers to Lender all the right, title and interest of Borrower in, to, and under all leases for the use and occupancy of the real property described in attached Exhibit A (the "Premises"), together with all the rents, royalties, issues, profits, income, security deposits, and other benefits at any time occurring with respect to the leases (collectively, the "Rents") and all extensions, renewals, modifications or replacements of the leases, and together with any and all guarantees of the obligations of the tenants of the leases (singularly, a "Tenant," and collectively, the "Tenants"),

BOX 333-CTI

whether now existing or as signed after the date of this Assignment, and all extensions and renewals of the guarantees. The leases, together with any and all guarantees, modifications, extensions, and renewals of the leases, are called singularly, a "Lease," or collectively, the "Leases" in this Assignment.

- 2. Payment of the Obligations. The purpose of Borrower in making this Assignment is to relinquish to Lender the right of Borrower to collect and enjoy the Rents in partial payment of the outstanding obligations of Borrower (the "Obligations") to Lender under the Promissory Note, Loan and Security Agreement, and Mortgage, and other documents of even date herewich (collectively the "Loan Documents").
- Present Assignment. This Assignment is a present, 3. absolute, and unconditional assignment to Lender of both the Rents and the Leases. This Assignment presently gives Lender the right to collect the Rents and to apply the Rents in partial payment of the Obligations, as well as all other sums payable, as provided in the Loan Documents or any other security instruments or loan documents given as security for Obligations. Borrower is represented by competent counsel and understands the legal effects of this Assignment. This Assignment is not intended by Borrower to be an assignment as security for the performance of the Obligations owed by Borrower to Lender. Borrower intends that the Rents absolutely assigned as provided in this Assignment are no longer, during the term of this Assignment, property of Borrower or property of any estate of Borrower as defined by 11 U.S.C. § 541 of the Bankruptcy Code and will not constitute collateral, cash or otherwise, of Borrower. The term "Rents" as used in this Assignment will mean the gross capital rents without deduction or offset of any kind. This Assignment is intended by Borrower to create, and will be construed to create, a present transfer of an interest or interests in real estate. If despite this specifically expressed intention of Borrower, any law exists requiring Lender to take actual possession of the Property (or some action equivalent to taking possession of the Property, such as securing the appointment of a receiver) in order for Lender to "perfect" or "activate" the rights and remedies of Lender as provided in this Assignment, Borrower waives the benefits of such law and agrees that such law will be satisfied solely by:
 - (a) Lender giving Borrower notice as provided in this Assignment that Lender intends to enforce, and is enforcing, the rights and remedies of Lender in and to the Property and the Rents; and

- (b) Lender giving notice to any or all Tenants on the Property that Tenants should begin making payments as provided in the Leases directly to Lender or the designee of Lender.
- No Assumption. Borrower does not delegate or assign to Lender, and Lender does not accept or assume, any of the duties, obligations, or liabilities of Borrower as provided in the Leases. Despite the present and absolute assignment by Borrower to Lender of the Leases, Lender will not be required to perform any of the agreements or conditions contained in any Lease and rothing in this Assignment will impose any obligation upon Lender (including any liability under any covenant of quiet enjoyment as rrovided in any Lease), provided that Lender will be accountable for any Rents Lender actually receives as provided in this issignment. Borrower retains and will perform all duties, obligations, and liabilities of Borrower as provided in the Leases, provided that Lender, in its sole discretion, may cure any default as provided in the Leases on behalf of Borrower, and Borrower will reimburse Lender on demand for all amounts paid and expended by Lender to cure the defaults of Borrower as provided in the Leases.
- 5. License. Lender grants to Borrower a revocable license to collect, as agent of Lender and subject to this Assignment, the Rents, as the Rents become due, and to enforce the Leases, so long as no default by Borrower exists in payment or performance of the Obligations or this Assignment. The revocable license will automatically terminate without further action by Lender, except for notice to Borrower, if a default occurs in the Obligations or in this Assignment. Unless and until the license is revoked, Borrower will apply the Fents (other than nonforfeited security deposits) to the payment of taxes, assessments, insurance premiums, utilities charges, and operation, repair, replacement, and maintenance charges with respect to the Property which are due and payable at the time of collection of the Rents, before using the Rents for any other purpose.
- 6. Direction to Tenants. If a default occurs as provided in this Assignment or the Obligations, this Assignment will constitute a direction to and full authority to Tenants and any guarantors of the Leases to pay all Rents to Lender without relying upon proof of the default. Borrower presently irrevocably authorizes Tenants and any guarantors of the Leases to rely upon and comply with any notice or demand by Lender for

the payment to Lender of any Rents due or to become due. Tenants and any guarantors of the Leases will have no right or duty to inquire if a default has actually occurred and Borrower will have no claim against Tenants or any guarantors of the Leases for any Rents paid by Tenants or the guarantors to Lender as provided in the demand or notice of Lender.

- 7. Representations and Warranties. Borrower represents and warrants that:
 - (a) The Leases are in full force and effect;
 - No default exists as provided in the Leases on the part of Tenants or Borrower;
 - (c) No rent as provided in the Leases has been collected in advance;
 - (d) Neither the Leases nor any interest in the Leases has been previously assigned or pledged by Borrower or any prior Borrower of the Property;
 - (e) Tenants have no defense, setoff, or counterclaim against Borrower; and
 - (f) All rent due to date as provided in the Leases has been collected and no concession has been granted to Tenants in the form of a walver, release, reduction, discount, or other alteration of rent due or to become due.

All the foregoing warranties will be deemed to be reaffirmed on and as of the time of each disbursement of loan proceeds by Lender to Borrower.

8. Borrower's Conduct.

(a) If the Leases designate any part of the Rents as security deposits to be paid by Tenants to Borrower, this Assignment transfers to Lender all of the right, title, and interest of Borrower in and to the security deposits, provided that Borrower may retain the security deposits so long as Borrower is not in default as provided in the Obligations or in this Assignment. Lender will have no obligation to Tenants with respect to the security deposits, unless

and until Lender comes into actual possession and control of the security deposits.

- (b) If the Leases provide for any rent abatement during the repair, replacement, or restoration of the Property because of fire or other casualty, Borrower will furnish rental insurance policies to Lender. The policies will be in amount, form, and written by companies that are satisfactory to Lender.
- effect despite any merger of the interest of Borrower and Tenant as provided in the Leases. Borrower will not transfer or convey fee title to the Premises to Tenants without the prior written consent of Lender, which consert shall not be unreasonably withheld. When the approval of Lender is given or when the requirement for the approval of Lender is not enforceable under applicable state law, Borrower will require Tenants, in writing, to assume and agree to pay the Obligations as provided in the Obligations. No transfer or conveyance by Borrower to Tenant will release or relieve Borrower of any liability to Lender, without the prior written approval of the Lender.
- (d) Borrower will not terminate, modify, or amend the Leases (except as provided in a Lease upon a default by Tenant), or any of the terms of the Lease, grant any concessions with respect to the Leases, or accept a surrender of the Leases, without the prior written approval of the Lender.
- (e) Borrower will not collect any Rents before the Rents become due as provided in the Leases.
- (f) Borrower will not discount any future accruing Rents.
- (g) Borrower will not approve assignments or sublettings of the Leases, whether or not permitted by the Leases, without the prior written approval of Lender.
- (h) Borrower will not further assign any of the Rents or any interest in the Leases, or suffer or

permit any assignment to occur by operation of law, without the prior written approval of Lender.

- (i) Borrower will not request, approve, agree to, or accept a subordination of the Leases to any mortgage, deed of trust, other encumbrance, or any other lease, now or later affecting the Premises or any part of the Premises, or suffer or permit any of the Leases to convert to subleases, without the prior written approval of Lender.
- (j) Borrower will perform and discharge all the obligations of the lessor or landlord as provided in the Leases. Borrower will give prompt written notice to Lender of any notice of Borrower default received from a Tenary or any other person and will give Lender a complete copy of the notice. Borrower will appear in and defend, at no cost to Lender. Borrower will enforce the Leases and all remedies available to Borrower against Tenant if Tenant defaults as provided in the Leases.
- Borrower will immediately give Lender written notice upon entering into any lease or other occupancy agreement with respect to any part of the Property, other than the Leases. Borrower will promptly provide Lender with a true and correct copy of the signed lease or other occupancy agreement. Upon notice from Lender to Borrower, the additional lease, new lease, or other occupancy agreement, will be deemed included in this Assignment as in originally listed in this Assignment, and the respective terms "Lease" or "Leases" and "Tenant" or "Tenants" as used in this Lease will include, respectively, the additional lease, new lease, or occupancy agreement and the lessee or tenant as provided in the additional lease, new lease, or occupancy agreement. Lender may record the notice from Lender to Borrower in the official records of the County Clerk where the Property is located; the notice may refer to this Assignment.
- (1) Only Borrower or the personnel of Borrower will manage the Property. Borrower will not hire, retain, or contract with any third party for property management services without the prior written approval

of Lender both of the third party and of the terms of the contract.

- (m) Borrower will promptly deliver to Lender upon request a signed estoppel certificate from Tenants, as Lender requires, certifying that the Leases are in full force and effect with no defaults on the part of any party as provided in the Leases, that no rental has been paid more than one month in advance, and that Tenants claim no defense or offset against the full and timely performance of the obligations of Tenants as provided in the Leases.
- (ii) Nothing in this Assignment will be construed to impose any liability or obligation on Lender with respect to the Leases. Borrower will indemnify and hold Lender Larmless from and against any and all liabilities, losses, and damages, including reasonable fees of attorneys that Lender may incur as provided in the Leases or by reason of this Assignment, and of and from any and all claims and demands that may be asserted against Lender Ly reason of any alleged obligations to be performed or discharged by Lender as provided in the Leases or in this Assignment. Lender incurs any liability, 10ss, or damage as provided in the Leases or by reason of this Assignment, Borrower will immediately, upon demand, reimburse Lender for the amount of the liability, loss, damage, claim or demand, together with all costs, expenses, and reasonable fees of accorneys Lender incurs (collectively, the "Loss"). All of the Loss will bear interest until fully paid at the default rate provided in the Construction Promissory Note. Any Rents collected by Lender may be applied. in the sole and absolute discretion of Lender, to the satisfaction of the Loss.
- 9. Lender's Rights. Borrower grants to Lender the following rights:
 - (a) Lender will be deemed to be the creditor of Tenants with respect to any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership, or other debtor-relief proceedings affecting Tenants (without obligation on the part of Lender, however, to

file timely claims in the proceedings or otherwise pursue the rights of Lender in the proceedings).

- (b) Lender will have the right to assign the right, title, and interest of Borrower in the Leases to any later holder of the Loan Documents or to any person acquiring title to all or any part of the Premises through foreclosure, power of sale, or otherwise. Any later holder and assignee will have all the rights of Lender and powers as provided in this Assignment.
- (c) Lender will have the right (but not the obligation), upon the failure of Borrower to perform any of the agreements of Borrower as provided in this Assignment, to take any action as Lender may deem necessary or appropriate to protect the rights of Lender including appearing in any action or proceeding and performing any of the obligations of Borrower as provided in any Leage. Borrower will pay, on demand, all costs and expenses (including reasonable fees of attorneys) Lender incurs with respect to the action or proceeding, together with interest on the costs and expenses at the default or delinquency rate applicable to the Obligations.
- (d) Upon any default by Borrower as provided in any of the Loan Documents or in this Assignment, and without notice to or consent of Borrower. Lender will have the following rights (none of which will be construed to be the obligations of Lender).
 - i. Lender may use and possess, free of rent or charge, the furniture, appliances, and all other personal property of Borrower located or the Premises and used in the operation or occupancy of the Premises. Lender may apply any of the Rents to pay installment payments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Premises. However, this Assignment will not make Lender responsible for the control, care, management, repair, or maintenance of the Property or any personal property, or for the carrying out of any of the Leases.

- ii. Lender may apply the Rents and any sums recovered by Lender as provided in this Assignment to the outstanding balance due under the Construction Promissory Note as well as to charges for taxes, insurance, improvements, repairs, replacement, maintenance, and other items with respect to the operation of the Premises.
- iii. Lender may take possession of the Premises, manage and operate the Premises and the business of Borrower on the Premises, and take possession of and use all books of account and Financial records of Borrower and of the property managers or representatives of Borrower with respect to the Premises, all without first applying to any court for the appointment of a receiver. Dender may have a receiver appointed immediately, without notice to Borrower, to take possession of the Premises and to collect, retain, and apply the residue of the Rents, after deducting all charges and expenses of collection, to the outstanding Obligations, under the direction of the Court appointing the receiver. The right to appoint a receiver will not be dependent upon the solvency or insolvency of Borrower or upon the appointment of a receiver when a default has occurred as provided in the Loan Documents or in this Assignment and Lender elects to apply for the appointment of a receiver. Borrower consents to the appointment of the particular person the Lender designates as receiver and waives all rights, if any, that Borrower may have to suggest or nominate any person as receiver in opposition to the person the Lender designates.
- iv. Lender may sign new leases covering any part of the Premises, including leases that extend beyond the term of the Mortgage.
- v. Lender may exercise any and all rights as Borrower has to cancel or alter any existing Lease.
- vi. Lender will have the authority, as the attorney-in-fact of Borrower, such authority

being coupled with an irrevocable interest, to sign the name of Borrower and to bind Borrower on all papers and documents with respect to the operation, leasing, repair, replacement, and maintenance of the Premises.

- All of the foregoing rights and remedies of Lender are cumulative. If an Event of Default under the Loan Documents or this Assignment occurs, Lender will also have all other rights and remedies as provided in the Loan Documents and this Assignment, or any other agreement between Borrower and Lender, or otherwise available to Lender at law, in equity, or by statute. Lender will not be obligated to perform or discharge, and Lender does not agree to perform or discharge, any obligation, duty, or liability of Borrower with respect to the Leases, the Rents, or any other duty or libility of Borrower. This Assignment will not operate to place responsibility on Lender for the control, care, operation, maintenance, or repair of the Premises, or to make Lender responsible or liable for any waste compitted on the Premises by any Tenant or any other person for any dangerous or defective condition of the Premises, for any hazardous waste or substance that has been, is now, or may in the future be, present on the Premises, or for any negligence in the management, upkeep, repair, replacement, maintenance, or control of the Premises. Nothing provided in this Assignment, hor any collection of Rents by Lender or by a receiver, will be construed to make Lender a "mortgagee-inpossession" of the Premises so long as Lender has not itself entered into actual possession of the Premises.
- 10° . **General Provisions**. For the purpose of this Assignment:
 - (a) Use of Pronouns. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, will include all other genders; the singular will include the plural and the plural will include the singular.
 - (b) **Use of "Person."** "Person" includes any individual, natural person, estate of a decedent, corporation, company, partnership, syndicate, sole proprietorship, joint venture, unincorporated

organization, association, joint stock company, trust, foundation, fund, institution, society, entity, party, union, club, or other group organized for any purpose, whether or not incorporated, wherever located and of whatever citizenship, or any receiver, trustee in bankruptcy or similar official, any liquidating agent for any of the foregoing, any trustee or personal representative in the capacity of trustee or personal representative, or any government (whether national, federal, Indian, state, county, city, municipal or otherwise, including any instrumentality, political subdivision, agency, body, or department of any government).

- (c) Expenses. Any action, either required or optional, taken by Borrower as provided in this Assignment, is taken at the expense of Borrower, unless otherwise specifically provided in this Assignment.
- Notices. All notices, requests, demands, waivers, and other communications given as provided in this Assignment will be in writing, and unless otherwise specifically provided in this Assignment, will be deemed to have been given: (i) if delivered in person, upon delivery, or (ii) if mailed by certified or registered mail, postage prepaid, and addressed to Borrower or Lender at the addresses provided below on the second business day after deposit in the United States mail if addressed to an address located within the same state in which the notice is being mailed or on the third business day after deposit in the United States mail if addressed to an address located within a state other than trestate in which the notice is being mailed, or (iii) if sent by overnight express delivery service, enclosed in a prepaid envelope and addressed to Lender or Borrower at the addresses provided below, on the first business day after deposit with the service, or (iv) if sent by tested telex, telegram, telecopy, or other form of rapid transmission confirmed by mailing (as provided in this paragraph), at substantially the same time as the rapid transmission. Either Lender or Borrower may change its respective address as provided in this paragraph by giving written notice of the change as provided in this paragraph. The addresses for notice are:

Notice to Borrower: (1)

Don Cranley Enterprises, Ltd. 9229 S. Ashland Avenue Chicago, IL Attention: Donald Cranley Facsimile No.: 773-238-8329

With a copy to:

Richard Buhrfiend 110 Schiller Street Suite 211 Elmhurst, IL 60126 Pasimile No.: 630-834-3964

(1) Notice to Lender:

Standard Pank and Trust, Co. 7800 W. 95th Street Hickory Hills IL 60457 Attention: Anthony Martino Facsimile No.: 708 499-2663

With a copy to:

Dy Clark's Mark E. Shure Keating & Shure, Ltd. 150 N. Wacker Drive Suite 1550 Chicago, IL 60606 Facsimile No.: 312-201-9368

(e) Waiver; Remedies. The failure of Lender (c) avail itself of any terms of this Assignment for any period of time or for any reason will not constitute a waiver of the terms. Action or inaction of Lender will never be asserted or held to be a waiver by Lender of the anti-waiver terms of this paragraph 10. No waiver of any default as provided in this Assignment or delay or omission in exercising any right or power of Lender will be considered a waiver of any other default as provided in this Assignment. The exercise or failure of Lender to exercise any of the rights or powers of Lender as provided in this Assignment will not exhaust that right or power.

exercise of or failure to exercise any one of the rights and remedies of Lender as provided in this Assignment will not be deemed to be instead of, or a waiver of, any other right or remedy as provided in this Assignment.

- (f) **Time of Essence**. Time is of the essence in the performance of all the terms of this Assignment.
- (g) Modification. Despite any future modification of the Loan Documents, this Assignment and the rights and benefits assigned and granted to Lender as provided in this Assignment will continue in favor of Lender as provided in this Assignment. This Assignment may be modified, amended, discharged, changed, or waived only in writing signed by the party against which the enforcement of the modification, amendment, discharge, change, or waiver is sought.
- Binding Fffect. This Assignment is binding upon the heirs, devisers, surviving joint tenants, personal representatives legal representatives, trustees, successors, successors-in-interest, assigns, and transferees of Borrower and inures to the benefit of Lender (or, without limitation, in the case of Lender, any third parties now or later acquiring any interest in all or any part of the Obligations, whether by assignment, participation, or otherwise). The words "Borrower," "Lender," "Tenant," "Tenants," "guarantor," and "guarantors," whenever used in this Assignment, will include the persons and entities named or designated in this Assignment, in the Leases, or any guaranty and their respective heirs, devisees, surviving joint tenants, personal representatives legal representatives, trustees, successors, successors-in-interest, assigns, and transferees, provided that any action taken by the named Lender or any successor designated as Lender by an instrument recorded in the official records of the Recorder of Deeds of Cook County, Illinois, will be sufficient for all purposes even though Lender may have previously assigned or participated any interest in the Obligations to a third party.
- (i) **Entire Agreement**. This Assignment constitutes the entire agreement of Lender and Borrower with respect to the Leases and Rents and

supersedes all previous agreements, written or oral, with respect to the Leases and Rents between Lender and Borrower. No statement, promise, or inducement made by Lender with respect to the Leases and Rents, either written or oral, which is not provided in this Assignment, is binding upon Lender.

- (j) Headings and Use of Terms. The section paragraph headings to this Assignment are for convenience and reference only. The words as provided in the paragraph headings will not be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the terms of this Assignment. Terms defined in this Assignment have the meaning, designation, and significance ascribed to the terms defined in this Assignment.
- (k) Partial Invalidity. If any one or more of the terms as provided in this Assignment is held invalid, illegal, or unenforceable in any respect, neither Borrower nor Lender will be required to comply with that term; the validity, legality, and enforceability of the remaining terms as provided in this Assignment will not in any way be affected or impaired by that invalidity, illegality, or unenforceability. The remaining terms of this Assignment, and the application of the terms to persons or circumstances other than those as to which a term is held invalid, illegal, or unerforceable, will not be affected by the application, and each remaining term of this Assignment will be valid and be enforced to the fullest extent permitted by law.
- (1) Sections, Articles and Exhibits. All references in this Assignment to paragraphs and exhibits will, unless otherwise indicated, be references to paragraphs of and exhibits to this Assignment.
- (m) Further Assurances. Borrower will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary, appropriate, or reasonably requested by Lender to carry out the intent and purpose of this Assignment.

- (n) Governing Law. The validity, meaning, and effect of this Assignment will be governed by the laws of the State of Illinois.
 - (o) Waiver of Jury Trial and Punitive Damages.
- (i) Borrower waives any right Borrower may have to a trial by jury with respect to any civil legal action directly or indirectly arising out of this Assignment.
- (ii) Borrower waives any right it may have to claim or recover in any action, any special, exemplary, punitive, or consequential damages or any damages other than, or in addition to, actual damages.
- 11 Release. Upon the payment to Lender of the full amount of the Obligations, as evidenced by a recorded release of the Mortgage, this Assignment will be void and of no further effect.

STANDARD BANK AND TRUST CO., not personally but as Trustee under a Trust Agreement dated November 14, 2002 and known as Trust No. 17516

By:

its: Patricia Ralphson T

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this instrument is signed, sealed and delivered by C.AT.RC BANK AND IRUSI COMPANY, solely in its capacity as Trustee as aforesaid, any and all duties, obligations and liabilities of the Trustee hereunder are to be terrormed by soid STANDAN BANK AND TRUST COMPANY only as such Trustee. Any claims der ands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid collected or satisfied against only the property or assets in the possulation of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have the personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereol, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rants, issues and profits arising from the property escribed or any other property which it may hold under the terms and conditions of said Trust Agreement.

EXHIBIT A - LEGAL DESCRIPTION

PARCEL 1: LOTS 7 TO 24, BOTH INCLUSIVE, IN BLOCK 4 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING ASHLAND AVENUE) IN JOHN A. PRESCOTT'S BEVERLY HILLS SUBIDIVISION OF BLOCKS 4 AND 5 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF COLUMBUS, CHICAGO AND INDIANA RAILROAD IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 33, 34, 35, 36, AND 37 IN BLOCK 12 IN DAVIS AND SONS SUBDIVISION OF OBLOCKS 11 AND 12 IN THE SUBDIVISION OF THAT PART WESTERLY RIGHT OF WAY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 25, 26, 27 AND 28 IN BLOCK 12 IN DAVIS AND SONS SUBDIVISION OF BLOCKS 11 AND 12 IN THE SUBDIVISION OF THAT PART WESTERLY RIGHT OF WAY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-06-412-1-036 25-05-308-018-050