Eugene "Gene" Moore Fee: \$62.00 Cook County Recorder of Deeds Date: 04/29/2003 11:57 AM Pg: 1 of 20

This Document Prepared by and after Recording Return to:

Randall S. Kulat, Esq. Meltzer Purtill & Stelle LLC 1515 E. Woodfield Road 2nd Floor Schaumburg, IL 60173

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made and delivered as of this 224 day of April, 2003 by TBS GREEN BAY, L.L.C., an Illinois limited liability company ("Green Bay") TDS GREENVIEW I, L.L.C., an Illinois limited liability company ("Greenview I), TBS GREENVIEW II, L.L.C., an Illinois limited liability company ("Maple"), TBS ROSCOE, L.L.C., an Illinois limited liability company ("Maple"), TBS ROSCOE, L.L.C., an Illinois limited liability company ("Mildred") and TBS WAIVELAND, L.L.C., an Illinois limited liability company ("Mildred") and TBS WAIVELAND, L.L.C., an Illinois limited liability company ("Waveland") (Green Bay Greenview I, Greenview II, Maple, Roscoe, Mildred, and Waveland are collectively referred to as "Assignor"), to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Assignee").

RECITALS:

- A. Pursuant to the terms of a Loan Agreement of even date herewith (as amended, modified, replaced or restated from time to time, "Loan Agreement"), Assignee has agreed to loan to Assignor the principal amount of Six Million Ten Thousand Twenty-Eight and no/100 Dollars (\$6,010,028.00) ("Loan"). Assignor is executing a certain Promissory Note of even date herewith (as the same may be amended, modified, replaced or restated from time to time, "Note") payable to the order of Assignee to evidence the Loan.
- B. A condition precedent to Assignee's making of the Loan to Assignor is the execution and delivery by Assignor of this Assignment.

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

1. <u>Definitions</u>. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Assignor for the benefit of Assignee (as

BOX 333-CT)

0311933191 Page: 2 of 19

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amended, modified, replaced or restated from time to time, "Mortgage") given as security for the Loan.

- 2. Grant of Security Interest. Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:
 - (a) Payment by Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without 'imitation, court costs and reasonable attorneys' fees; and
 - (b) Observance and performance by Assigner of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.
- 3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:
 - (a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
 - (b) Assignor is the lessor under all Leases;
 - (c) except for an assignment to Assignee, there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has Assignor entered into any

0311933191 Page: 3 of 19

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agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

- (d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and
- (e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.
- 4. <u>Covenants of Assignor</u>. Assignor covenants and agrees that so long as this Assignment shall be in effect:
 - (a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease; provided, however, that Assignee's prior written consent shall not be required if and only if such lease provides for average morthly base rent payments during any twelve month period of not less than the average monthly base rent payments at such time under comparable leases in the Premises;
 - (b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the hability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to a cy tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or carcellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;
 - (c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;
 - (d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;
 - (e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior written consent; provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and

0311933191 Page: 4 of 19

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

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

0311933191 Page: 5 of 19

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- (n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Major Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and a grees that u pon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 belc v; and
- Not later than thirty (30) days after the end of each calendar quarter, Assignor shall deliver to Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Assignee.
- Paragraph 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits a ssigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.
- 6. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage of (b) any other Event of Default described in the Note, Mortgage or the other Loan Documents.
- Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:
 - (a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;
 - (b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or

0311933191 Page: 6 of 19

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replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

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

0311933191 Page: 7 of 19

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

- 10. No Waive. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 11. <u>Further Assurances</u>. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.
- 12. <u>Security Deposits</u>. Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.
- 13. <u>Severability</u>. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

0311933191 Page: 8 of 19

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- 14. <u>Successors and Assigns</u>. This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.
- 15. <u>Written Modifications</u>. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.
- 16. <u>Duration</u>. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.
- 17. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 18. <u>Notices</u>. All rotices, demands, requests and other correspondence which are required or permitted to be given become shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.
- Waiver of Trial by Jury. 19. ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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0311933191 Page: 9 of 19

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

ASSIGNOR:

TBS GREEN BAY, L.L.C., an Illinois limited liability company TBS GREENVIEW I, L.L.C., an Illinois limited liability company

TBS GREENVIEW II, L.L.C., an Illinois limited liability company

TBS MAPLE, L.L.C., an Illinois limited liability company

TBS ROSCOE, L.L.C., an Illinois limited liability company

TBS MILDRED, L.L.C., an Illinois limited liability company

TBS WAIVELAND, L.L.C., an Illinois limited liability company

Droporty Ox Coof Cc By: TBS, L.L.C., an Illinois limited lizbility company, the managing member of each

> TED B. SILVERSTEIN, it sole member 750/1/10

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0311933191 Page: 10 of 19

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STATE OF ILLINOIS)	
)	SS.
COUNTY OF COOK)	

I, Londo Frech, a Notary Public in and for said County, in the State aforesaid, do hereby certify that TED B. SILVERSTEIN, the sole member ("Member") of TBS, L.L.C. ("TBS"), the managing member of each of TBS GREEN BAY, L.L.C., TBS GREENVIEW I, L.L.C., TBS GREENVIEW II, L.L.C., TBS MAPLE, L.L.C., TBS ROSCOE, L.L.C., TBS MILDRED, L.L.C. and TBS WAIVELAND, L.L.C., (collectively, "Assignor") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member of TBS, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act as Member of TBS, the managing member of Assignor, for the uses and purposes therein set forth.

GIVEN under my land and notarial seal, this ____ day of April, 2003.

VOTARY PUBLIC

(SEAL)

My Commission expires:

PONALD L FARKAS
NOTARY DIRECT STATE OF ILLIHOUS
RAY COMMISSION EXPIRES:07/10/0.

0311933191 Page: 11 of 19

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EXHIBIT A

Legal Description of Premises

Property Address:

916-20 Green Bay Road, Winnetka 3815 N. Greenview, Chicago

3839 N. Gr.enview, Chicago

1130 Maple, Evanston

2905 Mildred, Chicago

724 W. Roscoe, Chirago

915 Waveland, Chicago

Owner:

TBS GREEN BAY, L.L.C.

TBS GREENVIEW I, L.L.C.

TBS GREENVIEW II, L.L.C.

TBS MAPLE, L.L.C.

TBS MILDRED, L.L.C.

TBS ROSCOE, L.L.C.

TBS WAIVELAND, L.L.C.

COMMONLY KNOWN AS: 916 GREEN BAY ROAD, WINNETKA:

LOTS 6 AND 7 (EXCEPT THE SOI/THWESTERLY 16 FEET OF SAID LOTS 6 AND 7) IN BLOCK 6 IN JARED GAGE'S SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ AND PART OF THE WEST ½ OF THE NORTHWEST ¼ OF FRACTIONAL SECTION 17 AND PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3815-23 N. GREENVIEW, CHICAGO:

LOTS 16 AND 17 IN BLOCK 5 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3839-45 N. GREENVIEW, CHICAGO:

LOT 21 IN BLOCK 5 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1130-32 MAPLE, EVANSTON:

LOTS 4 AND 5 IN BLOCK 1 IN UNION ADDITION TO EVANSTON SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SECTION 20, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26105551 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

0311933191 Page: 12 of 19

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COMMONLY KNOWN AS: 2905-09 MILDRED/856 GEORGE, CHICAGO:

LOTS 1 AND 2 IN BLOCK 2 IN WOODLANDS, A SUBDIVISION OF THE EAST ½ OF LOT 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST ½ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 724-32 ROSCOE, CHICAGO:

THE EAST 120 FEET OF LOTS 19 AND 20 AND THE EAST 120 FEET OF THE SOUTH 25 FEET OF LOT 21 IN HALES SUBDIVISION OF BLOCK 15 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 3 TO 37 ALL INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 915 WAVELAND, CHICAGO:

LOT 23 IN TRUSTEES SUBDIVISION OF BLOCK 15 IN LAFLIN, SMITH AND DYERS SUBDIVISION OF THE NORTHEAST ¼ (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, 70WNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0311933191 Page: 13 of 19

UNOFFICE OPY Saffy & Rentar Buildings From 02/28/2003

Unit	Unit Type	Tenant Code		nant ame	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease
			greenbay	916-20 Green Bay	Rd.			Deposit	Fion	То
916 918 - A32 918 - A32 918 - B32 918 - B32 91	store store 1br 1br 1br 1br 1br 1br 1br 1br 1br std std 1br 1br 1br std std std std std std std std		Austin, Erin M.	James & Shelly //illiam //otte & J.T.(co-sign) / K. Jarie Domas with A David Y./May een & Trent Ssa // Co., v. North C	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.00 905.00 890.00 735.00 745.00 615.00 915.00 995.00 956.00 950.00 950.00 950.00 950.00 950.00 795.00 795.00 795.00 645.00 645.00 645.00 645.00 645.00 645.00 645.00 645.00 645.00 645.00 645.00 645.00 645.00 645.00 645.00	2,646.00 905.00 890.00 735.00 745.00 915.00 955.00 960.00 955.00 950.00 795.00 795.00 795.00 795.00 795.00 28,036.00 28,036.00 28,036.00	0.00 895.00 890.00 735.00 745.00 615.00 915.00 955.00 950.00 950.00 950.00 950.00 795.00 795.00 795.00 795.00 1,270.00 645.00 890.00 975.00 10,000.00	0.04/01/01 0.10/01/02 1.10/01/02 1.10/01/02 0.5/01/02 1.1/12/02 1.1/12/02 1.0/01/02 0.5/01/02 0.5/01/02 0.5/01/02 0.5/01/02 1.0/01/02 1.0/01/02 0.5/01/02	08/31/03 03/31/02 09/30/03 09/30/03 04/30/03 04/30/04 09/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03

0311933191 Page: 14 of 19

Saffy - Saffy's Rental Buildings From 02/28/2003

Unit	Unit Tenant Tenant Unit Type Code Name		Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease To	
			gvw3815 3815-23 N. GF	REENVIEW					
15-E2 15-E3 15-W3 17-E1 17-W3 17-E2 17-S-W1 17-5-E1 17-5-W1 17-5-W1 17-5-W1 17-5-W1 17-5-W1 17-5-W1 19-N3 19-N3 19-S3 19-S3 19-S-W2 19-S-W3 19-S-W3 19-S-W3 21-E2 21-W2 23-E3 23-W2 23-W3 44 43 97.73	2br 2br 2br std std std std 2br 2br 2br std	blo15e1 jer15e2 flo15e3 kir3815g bar15w1 mci15w2 kas15w3 rao17e1 min17e2 sim17e3 buc17w1 ste17w2 sch17w3 ipp r75e7 swi175e3 cla175w1 wal175w2 che175w3 jas19n1 joh19n2 hix19n3 sus19s1 kan19s2 and19s3 pik195e3 leh195w1 vla195w2 dan195w3 kea21e1 pat21e2 sha21e3 rob21w1 kra21w2 sab23e1 kra23w2 sab23e1 kra23w2 sch23w3 anl23g kal23w1 bou23w3	Bloedorn, Daniel C. Jerome, Mario Pierre Florence, Holly Kirchmann/Beatty, Rachel/Emi Barney/Sellers, Charles&Andr McIntosh/Flood, Chris/Dan Kaspar/Kinane, Klayton/Tegan Rao, Nicole Min, Charles Simpson, Thomas P. Buck, Kerry Stellflue, Tim Scherer, Keri Ippolito/Eischen, Becky/Jamie Earley, Christopher Swikle/David/Bartell, Ryan&Ra Liark, Christine Walters, Nathan Creng, Patty & Charles (co-si Jasper, Mirk Johannsan Kevin Hixon, Apr' Susan, Mike Kane, Gregory Anderle, Jeffrey Pike, Stephen Russell, Erin & Sarah Kitchen/Lohrmann, Jennife /Co Lehnis, Julie Vlahovich, Carissa Danahey, Ryan Keaney, Emily S. Paterson, John Sharp, John Roberts, Michael Kracik, Hope Regan, Carolyn Sabella, Elizabeth A. Kroll, Allison Schill, Penny Anleitner, Michael Kalamperovic, Suad (Janitor's) VACANT Bourne, Mike & Nina Total Total Occupied % Occupied Total Vacant % Vacant	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	935.00 935.00 885.00 1,025.00 0 995.00 0 995.00 0 695.00 740.00 690.00 690.00 1,145.00 1,000.00 910.00 740.00 655.00 690.00	935.00 885.00 885.00 1,025.00 995.00 995.00 995.00 695.00 740.00 720.00 1,145.00 1,000.00 910.00 910.00 740.00 910.00 910.00 900.00 850.00 900.00 875.00 900.00 1,135.00 1,095.00 1,095.00 1,095.00 695.00 690.00 875.00 900.00 875.00 900.00 875.00 900.00 875.00 900.00 900.00 900.00 1,135.00 695.00	935.0 885.6 880.6 1,025.0 995.0 995.0 695.0 720.0 690.0 735.0 1,145.0 1,000.0 740.0 640.0 640.0 640.0 640.0 645.0 715.0 1,110.0 1,105.0 645.0 645.0 645.0 715.0 690.0 645.0 690.0 69	00 05/01/02 00 05/01/03 00 06/01/02 00 11/01/02 00 11/01/02 00 05/01/03 00 10/01/02 01 10/01/03 01 10/01/03	08/31/03

0311933191 Page: 15 of 19

UNOFFICRING PY Saffy s Rentat Bullating PY From 02/28/2003

14 - **	Unit	Tenant Code		nant	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease To
Unit	Type		gvw3839	3839-45 N. GR	EENVIEW					
3839-W1	1br 1br 1br 2br 2br 2br 2br 1br 1br 1br 1br 1br 1br 1br 1br 1br 1	wic39e1 egi39e2 fog39e3 ron39g agu39w1 bro39w2 you39w3 les41e1 she41e2 cam41e3 oco41w1 she41w2 srcx11w3 inn31,431 bra38:32 seau420 moo4.in1 she45n2 del45n3 mor45s1 jae45s2 pre45s3	Younis/Vrettos Leslie, Bart Shepherd, Bla Camiola, Gina O'Connor, Kar Shepherd, Me Scott, Sean Minarik/Green Bradley, Bethl Seanor, Collin Moor, Erica & Shelton, Kelly DaLion, Elizat Niornar, Steve	& Maria a & Janet (co-si a & Janet (co-si a & Stewart (co- en gan berg, Theresa/ ee Jeff A. beth	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	850.00 875.00 865.00 880.00 1,260.00 1,275.00 995.00 895.00 885.00 945.00 725.00 715.00 690.00 1,115.00 850.00 960.00 910.00 950.00	850.00 875.00 865.00 880.00 1,260.00 1,275.00 995.00 895.00 845.00 945.00 725.00 715.00 690.00 1,115.00 880.00 960.00 910.00	900.00 725.00 715.00 655.00 1,115.00 850.00 880.00 960.00	12/22/02 05/01/02 05/01/02 06/01/02 10/01/02 06/15/02 10/01/02 05/01/02 04/01/02 09/01/02 05/01/03 05/01/02	09/30/03 09/30/03 09/30/03 04/30/04 04/30/03 09/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03 04/30/03
22			Total	×	0.0	20,000.00	20,000.00	20,727.50		
22 100.00			Total Occupie % Occupied	d	0	20,000.00 100.00	20,000.00 100.00			
0 0.00		.*	Total Vacant % Vacant	0/	0	0.00 0.00				
				d Coop	Coul		67			

0311933191 Page: 16 of 19

Saffy - Saffy's Rental Buildings From 02/28/2003

Unit	Unit Type	Tenant Code	Tenant Name	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease To
			maple 1130 Maple						
1130-1 1130-2 1130-3 1132-1 1132-2 1132-3 PK-01 PK-02 PK-03 PK-04 PK-05	1br 1br 1br 2br 2br 2br prk prk prk prk prk	rol11301 wil11302 lev11303 fla11321 mer11322 roh1323 wilpk01 flapk02 merpk03 rolpk06 salpk02	Rollins PK04, Kraig Wilson Pk01, Susan K, Levitt/Weindling, Janet/David Flanary PK02, George Merari PK03, Mary Beth Rohrbach/Kout, Jim/Paula Wilson 1130-2, Susan K, Flanary 1132-1, George Merari #1132-2, Mary Beth Rollins #1130-1, Kraig Salerno/Janzen, Toni M./Kelly	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	935.00 920.00 890.00 1,190.00 1,160.00 0.00 75.00 70.00 75.00 75.00	935.00 920.00 890.00 1,190.00 1,160.00 0.00 0.00 60.00 75.00	1,190.00 0.00 0.00 60.00 0.00	10/01/02	09/30/03 09/30/03 09/30/03 09/30/03 08/31/03 09/30/03 09/30/03 09/30/03 09/30/03 04/30/03
11			Total	0.0	6,565.00	6,480.00	6,415.00		•
11 100.00		0	Total Occupied % Occupied	0	6,565.00 100.00	6,480.00 98.71			
0 0.00		/	Total Vacant % Vacant	0	0.00 0.00				
			**Onal Vacant **Live and the second	Coy		64			

0311933191 Page: 17 of 19

Rent Roll Roll From 02/2872003

				110111 02/2	0/2003				
Unit	Unit Type	Tenant Code	Tenant Name	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease
			mildred 2905-2909 Mile	dred				11011	То
2905-1 2905-2 2905-3 2907-1 2907-2 2907-3 2909-1 2909-2 2909-3 854-1 854-2 854-3 856-1 856-2 856-3	1br 1br 1br 1br 1br 2br 2br 2br 2br 2br 2br 2br 2br 2br 2	tar29051 mor29052 hor29053 all29071 gra29072 mac073 jaq29091 kur29092 har29093 dew8541 hei8542 van8543 pel8561 qui8562 sti8563 con365	Tarr, Jennifer Mortenson, Phillip Horvath/Gardner, Laura/Lawre Allen, Justin Grant, Daniel Maclean, Tom Jaquess, Cole & Shalana Kurowski/Witte/Poch, Daniel/E Harmon/Hoffman,Lyndsy&Patr Dewall/Campbell, Mary Beth/D Heine/Howard, Todd/Edward VanNostrand/Griffin,Christoph Pelak/Anichini, Dawn/Katherin Quianzon/Choquette, Susann Stiller, Lea & Leslie Conklin, Jason	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	945.00 825.00 920.00 825.00 825.00 1,120.00 1,190.00 1,190.00 1,410.00 1,230.00 1,350.00 1,460.00 915.00	945.00 825.00 920.00 825.00 825.00 1,120.00 1,190.00 1,190.00 1,410.00 1,230.00 1,290.00 1,350.00 1,460.00 915.00	825.00 920.00 825.00 825.00 1,120.00 1,190.00 2,112.50 1,400.00 1,230.00 1,290.00 1,350.00 1,460.00	09/21/02 11/01/02 10/01/02 01/03/03 10/12/02 10/01/02 10/01/02 05/15/02 05/01/02 10/01/02 10/01/02 05/01/03 10/01/02 10/01/02	09/30/03 09/30/03 09/30/03 12/31/03 09/30/03 09/30/03 04/30/03 04/30/03 09/30/03 08/31/03 08/31/03 09/30/03 09/30/03
16		0	Total	0.0	17,510.00	17,510.00	18,422.50		
16 100.00			「Otal Occupied 公りのApied	0	17,510.00 100.00	17,510.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
0 0.00			Total Variant % Vaccint	0	0.00 0.00				
			Total Variant % Vaccint	Col		64			

0311933191 Page: 18 of 19

Rept Roll Saffy Rental Equipment Provided to the Provided Roll Saffy Rental Equipment Provided Roll Saffy Ro

						401201	J.S				
Ur		Unit Tena ype Coo	int le	Tenant Name	Unit Sqft		rket ent	Actual Rent	D	Lease	Lease
			rosc724	724-732 Ros	scoe		T::::	- Keilt	Deposit	From	To
724-N 724-N 724-S 724-S 726-N 726-N 726-S 726-S 728-E2 728-E2 728-W 728-W 728-W 730-N1 730-N1 730-N2 732-N3 732-N3 732-N3 732-S 732-	12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	cur24n1 war24n2 gar24n3 gal24s1 pow24s1 car24s2 bun24s3 ela26n1 kit26n2 reh26n3 sch26s1 dip26s2 ega26s3 dav28e1 sch29e2 lp.29e3 mck28v1 bur25w2 rya28w3 goo30n1 boa30n2 fel30n3 ste30s1 wal30s2 gal30s3 lar32n1 mil32n2 kru32n3 oli32gn eiel32s1 roh32s2 ch32s3 rin732ga	Curry/Schie Ward, Jona Garbarino, , Gallagher/K xPowell, Tin Cardle/Onba Bunker/Hadi Elarton, Mar Kittelson, Je Rehberg, Pe Schell, John DiPentima, M Egan, Patrici Davis, Chery Schneider, A Lauritson, Pa McKenny, Pa Burnett, Chris Ryan, Janelle Joodale-Sus: Lave, Miata Leishurg, Jan Walker/H, John Walker/H, John Kruger/Berry	eber, Chad/Dan than W. Alan (etner, Stacey&Man & Julie asi, Edith Jill/Cem en, Timothy C./Sc y Shannon remy ster M. Matthew ia M. If D. my aul J. stricia s sen, Katharine & a M. aka, Tommy/Cla E. & Florence (co- Quentir M. hael a, Mic 1ael/Feter J/Felipe s smes P./Daniel	0 0	.0	0.00 0.00 0.00 0.00 5.00 5.00 6.00	0,195.00 100.47	1,045.6 825.0 1,000.0 1,286.0 1,286.0 1,195.0 680.0 740.0 920.00 825.00 1,000.00 920.00 1,050.00 970.00 970.00 900.00 945.00 1,477.50 700.00 577.50 1,215.00 0,00 1,215.00 1,215.00 0,00 1,215.00 1,215.00 0,00 1,215.00 1,215.00 0,00 1,215.00	00 10/01/02 00 11/01/02 00 02/08/03 00 09/01/02 0 10/01/02 0 10/01/02 0 10/01/02 0 05/01/03 0 09/01/02 0 11/01/02 0 10/01/02 0 10/01/02 0 10/01/02 0 02/01/03 05/01/02 03/01/02 01/01/02	09/30/03 09/30/03 04/30/03 02/07/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 04/30/03 04/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03 09/30/03

0311933191 Page: 19 of 19

UNOFF Rent FOIL COPY Saffy - Saffy - Rental Buildings From 02/28/2003

	Unit	Tenant		nant ame	Unit Saft		Market Rent	Actual Rent	Deposit	Lease From	Lease To
Unit	Туре	Code	waveland	915-32 W. WAV			-				
915-1 915-2 915-3 917-A1 917-A2 917-C1 917-C2 917-C3 923-B1 923-B2 923-B3 923-D1 923-D2 923-D3	2br 2br 3br 1br 1br 1br 1br 1br 1br 1br 1br 1br 1	gut9151 sca9152 mun9153 val17a1 cli17a2 gol17a3 mit17c1 sch17c2 rot17c3 uma23b1 hof23b2 zop23b3 jon23d1 sem1.id2 raz23d3	Muns/Biebel/C Valdez, Carlos Clifford, Cristir Gola, Jason Mitchell, Brian Schmidt, Dani	eiber, Sarah/Eliz Chinsio, Katherin S A. O I I I I I I I I I I I I I I I I I I		0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	1,120.00 1,255.00 1,400.00 810.00 920.00 890.00 780.00 925.00 900.00 815.00 835.00 735.00 970.00 940.00	1,120.00 1,255.00 1,400.00 810.00 920.00 780.00 925.00 900.00 815.00 835.00 735.00 970.00 940.00	2,190.00 1,250.00 1,400.00 810.00 920.00 890.00 780.00 925.00 900.00 815.00 760.00 970.00 940.00 925.00	10/01/02 05/01/02 05/01/03 10/01/02 05/01/02 10/01/02 11/03/02 05/01/02 05/01/02 05/01/02 05/01/02 05/01/02	09/30/03 04/30/03 04/30/03 04/30/03 04/30/03 09/30/03 09/30/03 04/30/03 04/30/03 04/30/03 09/30/03 09/30/03
15	•	, C	⊼otal	•		0.0	14,245.00	14,245.00	15,310.00		
15 100.00			Total Occupie % Cocupied	ed		0	14,245.00 100.00	14,245.00 100.00			
0 0.00			Total Vacant	•		0	0.00				
				Ox Coc	4						