



Eugene "Gene" Moore Fee: \$62.00
Cook County Recorder of Deeds
Date: 08/12/2003 08:35 AM Pg: 1 of 20

This document prepared by,
and after recording return to:

Sandra L. Waldier, Esq.
Bell, Boyd & Lloyd LLC
70 West Madison Street
Suite 3300
Chicago, Illinois 60602

81 29 742 02 Xf Bell

Allstate Life Insurance Company
Loan No. 122309

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is dated as of August 4, 2003, and is executed by BL 4747 LLC, a Delaware limited liability company, BL 1462 LLC, a Delaware limited liability company, BL TINLEY PARK LLC, a Delaware limited liability company, and MS KENNEDY, LLC, an Illinois limited liability company (herein each individually and all collectively "Assignor") in favor of ALLSTATE LIFE INSURANCE COMPANY ("Assignee").

Recitals

A. Assignor is the owner in fee simple of that certain parcel of real property and all improvements thereon situated in Cook County, Illinois more particularly described in Exhibit A attached hereto and by this reference incorporated herein (said land together with all rights and appurtenances thereto and all improvements presently located or hereafter constructed thereon being collectively referred to as the "Property").

B. Simultaneously with the execution and delivery of this Assignment, Assignee has loaned to Assignor the principal sum of \$7,875,000 ("Loan") which Loan is evidenced by that certain mortgage note of Assignor of even date herewith in the amount of the Loan, bearing interest at the rate per annum as specified therein (said note and any and all renewals, modifications and extensions thereof collectively referred to as the "Note").

C. Simultaneously with the execution and delivery of this Assignment, Assignor has executed and delivered a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith ("Mortgage") as security for the Loan evidenced by the Note (the Note, Mortgage, this Assignment and the other documents executed in connection with the Loan being hereinafter sometimes collectively referred to as the "Loan Documents"). Initially capitalized terms used but not otherwise defined in this Assignment have the same meanings given them in the Mortgage or the Related Agreements (as defined in the Mortgage).

D. In order to induce Assignee to make the Loan, Assignor desires to absolutely assign to Assignee all present and future leases covering all or any part of the Property.

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BOX 333-CT1

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Agreements

NOW, THEREFORE, in consideration of the above stated premises and of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which are hereby acknowledged by Assignor, Assignor hereby covenants and agrees with Assignee as follows:

1. Assignment of Leases and Rents. Assignor hereby absolutely, presently and unconditionally grants, assigns, transfers, conveys and sets over unto Assignee, as additional security for the Note, subject to all of the terms, covenants and conditions set forth herein, all of Assignor's right, title and interest in and to the following, whether arising under the Leases (as hereinafter defined), by statute, at law, in equity, or in any other way:

(a) All of the leases of the Property which are in effect on the date hereof and all leases entered into or in effect from time to time after the date hereof, including, without limitation, all amendments, extensions, replacements, modifications and renewals thereof and all subleases, concession agreements, and all other agreements affecting the same (the "Leases") and all guaranties thereunder; and

(b) All of the rents, income, profits, revenue, security deposits, judgments, condemnation awards, insurance proceeds, unearned insurance premiums, termination and/or cancellation payments received by Assignor in connection with any Lease, proceeds from the surrender, sale or other disposition of any Lease, and any other fees or sums payable to Assignor or any other person as landlord and any award or payment in connection with any enforcement action of any Lease, including, without limitation, any award to Assignor made hereafter in any court involving any of the tenants under the Leases in any bankruptcy, insolvency, or reorganization proceeding in any state or federal court, and Assignor's right to appear in any action and/or to collect any such award or payment, and all payments by any tenant in lieu of rent (collectively, "Rents and Profits").

2. Purpose of Assignment. Assignor hereby agrees that this Assignment is given by Assignor to Assignee to secure the following in such order of priority as Assignee may elect:

(a) The repayment of the indebtedness evidenced by the Note, as provided therein and all late charges, prepayment premiums, loan fees and commitment fees required under the Note and all extensions, renewals, modifications, amendments and replacements thereof,

(b) The payment of all other sums which may be advanced by or otherwise be due to Assignee under any provision of the Note, Mortgage or other Loan Documents with interest thereon at the rate provided herein or therein;

(c) The performance of each and every of the covenants and agreements of Assignor contained in the Note, Mortgage, or other Loan Document, loan agreements, supplemental agreements, assignments, affidavits and all instruments of indebtedness executed by Assignor in connection with the Loan; and

(d) The repayment of any other loans or advances, with interest thereon, hereafter made to Assignor (or any successor in interest to Assignor as the owner of the Property or any

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part thereof), by Assignee when the promissory note evidencing the loan or advance specifically states that said note is secured by the Mortgage, together with all extensions, renewals, modifications, amendments and replacements thereof ("Future Advance").

3. Representations and Warranties. Assignor hereby represents and warrants that:

(a) Assignor has the right, power and capacity to make this Assignment and that no person, firm or corporation or other entity other than Assignor has or will have any right, title or interest in or to the Leases or the Rents and Profits.

(b) The rent roll attached hereto as Exhibit B is a true, accurate and complete list of all Leases now in full force and effect.

(c) With respect to each Lease in effect at the date hereof (i) the Lease is in full force and effect and is valid, binding and enforceable in accordance with its terms; (ii) the Lease has not been modified or amended in any respect, nor has any provision thereof been waived; (iii) neither the tenant nor lessor thereunder is in default under the terms of the Lease; (iv) no rent has been prepaid under the Lease for more than one month in advance; (v) the tenant thereunder has no deduction, claim, counterclaim set-off, or defense against the lessor thereunder or against the rents or other sums payable or to be payable thereunder.

4. Covenants.

(a) Assignor shall not, without the prior written consent of Assignee, (i) enter into any Lease, extend or renew any Lease (other than extensions or renewals in accordance with the terms of a Lease approved by Assignee), or consent to or permit the assignment or subletting of any Leases (other than assignments or subleases in accordance with the terms of a Lease approved by Assignee), or amend or terminate any Lease, (ii) alter, modify, change or terminate the terms of any guaranties of any Leases; (iii) create or permit any lien or encumbrance which, upon foreclosure, would be superior to any such Leases or in any other manner impair Assignee's rights and interest with respect to the Rents and Profits, (iv) pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents and Profits; or (v) collect rents more than 30 days prior to their due date.

(b) Assignor shall, at its sole cost and expense, perform and discharge all of the obligations and undertakings of the landlord under the Leases. Assignor shall enforce or secure the performance of each and every obligation and undertaking of the tenants under the Leases and will appear in and prosecute or defend any action or proceeding arising under, or in any manner connected with, the Leases or the obligations and undertakings of the tenants (or subtenants) thereunder. Assignor shall give prompt written notice to Assignee of any and all material defaults of any of the tenants under any and all of the Leases meeting the criteria of a Lease for which Assignee's consent would have been required pursuant to paragraph 4(a) regardless of whether such Leases were executed before or after the date of this Assignment, together with a complete copy of any and all notices delivered as a result of such default.

(c) Assignor agrees, from time to time, to execute and deliver, upon demand, all assignments and any and all other writings as Assignee may reasonably deem necessary or

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desirable to carry out the purpose and intent hereof, or to enable Assignee to enforce any right or rights hereunder.

5. Events of Default. The term "Event of Default" as used herein shall mean the occurrence of any one of the following:

(a) If Assignor shall fail to comply with any of the covenants, duties or obligations of Assignor herein and such default shall continue for 15 days or more after written notice to Assignor from Assignee specifying the nature of such default; provided, however, that if such default is of a nature that it cannot be cured within the 15 day period, then Assignor shall not be in default if it commences good faith efforts to cure the default within the 15 day period, demonstrates continuous diligent efforts to cure the default in a manner satisfactory to Assignee and, within a reasonable period, not to exceed 180 days after the date of the original written notice of such default, completes the cure of such default;

(b) If there shall be an Event of Default under the Note, Mortgage or any other Loan Document; or

(c) If any representation or warranty made by Assignor herein was false or misleading in any material respect when made.

6. Revocable License to Collect Rents

(a) Notwithstanding any provision to the contrary contained elsewhere herein, so long as no Event of Default has occurred and subject to paragraph 7 hereof, Assignor shall have a license to manage the Property; to collect, receive and use all Rents and Profits in accordance with the terms of the Leases; to let the Property subject to the terms hereof and to take all actions which a reasonable and prudent landlord would take in enforcing the provisions of the Leases; provided, however, that all amounts so collected shall be applied toward operating expenses, real estate taxes and insurance relating to the Property, capital repair items necessary to the operation of the Property, and the payment of sums due and owing under the Note, the Mortgage and this Assignment prior to any other expenditure or distribution by Assignor. From and after the occurrence of an Event of Default (whether or not Assignee shall have exercised Assignee's option to declare the Note immediately due and payable), such license shall be automatically revoked without any action required by Assignee.

(b) Any amounts received by Assignor or its agents in the performance of any acts prohibited by the terms of this Assignment, including but not limited to any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Property from and after the occurrence of an Event of Default under this Assignment, the Note, the Mortgage or any of the other Loan Documents, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

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7. **Remedies of Assignee.** Upon the occurrence of any Event of Default, Assignee in person or by agent or by court-appointed receiver (and Assignee shall have the right to the immediate appointment of such a receiver without regard to the adequacy of the security and Assignor hereby irrevocably consents to such appointment and waives notice of any application therefor) may, at its option, without any action on its part being required, without in any way waiving such default, with or without the appointment of a receiver, or an application therefor:

(a) Take possession of the Property and have, hold, conduct tests of, manage or hire a manager to manage, lease and operate the Property, on such terms and for such period of time as Assignee may deem proper, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto as may seem proper to Assignee;

(b) With or without taking possession of the Property, collect and receive all Rents and Profits, notify tenants under the Leases or any other parties in possession of the Property, to pay Rents and Profits directly to Assignee, its agent or a court-appointed receiver and apply such Rents and Profits to the payment of: (i) all costs and expenses incident to the taking and retaining of possession of the Property, management and operation of the Property, keeping the Property properly insured, and all alterations, renovations, repairs and replacements to the Property; (ii) all taxes, charges, claims, assessments, and any other liens which may be prior in lien or payment to the Loan, and premiums for insurance, with interest on all such items; and (iii) the indebtedness secured hereby, together with all costs and attorney's fees, in such order or priority as to any of such items as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

(c) Exclude Assignor, its agents and servants, wholly from the Property;

(d) At the expense of Assignor, from time to time, have joint access with Assignor to the books, papers and accounts of Assignor relating to the Property;

(e) Commence, appear in and/or defend any action or proceedings purporting to affect the interests, rights, powers and/or duties of Assignee hereunder, whether brought by or against Assignor or Assignee; and

(f) Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Assignee may affect or appear to affect the interest of Assignee or the rights, powers and/or duties of Assignee hereunder.

The receipt by Assignee of any Rents and Profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure any such Event of Default or affect such proceedings or any sale pursuant thereto.

In addition to any provision of this Assignment authorizing Assignee to take or be placed in possession of the Property, or for the appointment of a receiver, Assignee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 *et seq.*, the "Act"), to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Assignee, if and when placed in possession, shall have, in addition to any other powers provided in this Assignment, all rights, powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act.

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8. Indemnity and Assignee's Disclaimer

(a) Assignor shall and does hereby agree to indemnify Assignee for and to defend and hold Assignee harmless from any and all liability, loss or damage which Assignee may or might incur under the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any of such claims or demands, the amount thereof, including costs, expenses and attorney's fees, shall be secured hereby. Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor to do so, Assignee may declare all sums so secured to be immediately due and payable.

(b) This Assignment shall not be deemed or construed to constitute Assignee as mortgagee-in-possession of the Property or to obligate Assignee to take any action hereunder, to incur expenses or to perform or discharge any obligation, duty or liability hereunder or under the Leases. Assignee is not required to take possession of the Property as a condition to the assignment contained herein.

9. Waiver and Discretion. The failure of Assignee to enforce any of the terms, covenants or conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Assignment, or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

10. Notices. All notices expressly provided hereunder to be given by Assignee to Assignor and all notices and demands of any kind or nature whatever which Assignor may be required or may desire to give to or serve on Assignee shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt or (iii) served by certified mail, return receipt requested, and addressed to the appropriate address set forth below. Any such notice or demand served by certified mail shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address below stated or at such other address of which said party shall have theretofore notified in writing, as provided below, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time.

All notices shall be addressed as follows:

If to Assignor:

BL Tinley Park LLC
Metropolitan Rental Corp.
1839 North Lincoln Avenue
Chicago, Illinois 60614

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With a copy to:

Fuchs & Roselli, Ltd.
Attorneys at Law
440 West Randolph Street, Suite 500
Chicago, Illinois 60606
Attention: John T. Roselli, Esq.

If to Assignee:

Allstate Life Insurance Company
Allstate Plaza South, Suite G5C
3075 Sanders Road
Northbrook, Illinois 60062
Attention: Commercial Mortgage Division
Servicing Manager

With a copy to:

Allstate Insurance Company
Investment Law Division
Allstate Plaza South, Suite G5A
3075 Sanders Road
Northbrook, Illinois 60062

or such other place or places as the parties hereto may by ten (10) days prior written notice thereof from time to time designate for the purpose of receiving notices hereunder.

11. Performance and Release. The full repayment of the indebtedness evidenced by the Note and the performance of all of the obligations set forth in the Mortgage and the duly recorded release thereof or reconveyance of the Property described therein shall constitute a reassignment of the Leases hereby assigned to Assignee.

12. Binding Effect. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property (or any portion thereof) and any agreement creating rights in Assignee other than those created herein shall be deemed incorporated herein by reference and made a part hereof for all purposes.

13. Actions by Assignee. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

14. No Election of Remedies. Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and Mortgage, and this Assignment is

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made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. It is the intent of both Assignor and Assignee that this Assignment be supplementary to, and not in substitution or derogation of, any provision contained in the Mortgage giving Assignee (as beneficiary thereunder) any interest in or rights with respect to the Leases or Rents and Profits. Accordingly, this Assignment shall not be construed in any way to impair or limit any rights or interests which Assignee would otherwise have with respect to the Leases or Rents and Profits by reason of the Mortgage.

15. Construction of Terms. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

16. No Merger. Neither this Assignment nor pursuit of any remedy hereunder by Assignee shall cause or constitute a merger of the interests of the tenant and the lessor under any of the Leases such that any of the Leases hereby assigned are no longer valid and binding legal obligations of the parties executing the same.

17. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Illinois. The United States District Court for the District in which the Property is located and any court of competent jurisdiction of the State in which the Property is located shall have jurisdiction in any action, suit or other proceeding instituted to enforce the Note, the Mortgage, and this Assignment. Assignor hereby waives (i) any objections to the jurisdiction of such courts, (ii) any objections to venue and (iii) its right to a trial by jury in any action, proceeding or counterclaim brought by Assignee.

18. Severability. In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but only to the extent that it is invalid, illegal or unenforceable.

19. Modification. This Assignment may not be amended or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any amendment or modification is sought.

* * * * *

[Signature Page Follows]

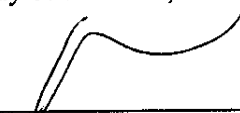
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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written.

ASSIGNOR:

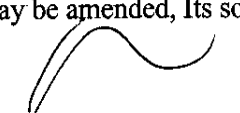
BL 4747 LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of the Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, Its sole Member

By: 
Bernard Leviton, Trustee

BL 1462 LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of the Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, Its sole Member

By: 
Bernard Leviton, Trustee

BL TINLEY PARK LLC, a Delaware limited liability company

By: North Star Realty Services, LLC, an Illinois limited liability company, its Manager

By: _____
Martin S. Edwards, its President

MS KENNEDY, LLC, an Illinois limited liability company

By: Michael Supera Family Limited Partnership, an Illinois limited partnership, its Manager

By: _____
Michael Supera, its General Partner

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written.

ASSIGNOR:

BL 4747 LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of the Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, Its sole Member

By: _____
Bernard Leviton, Trustee

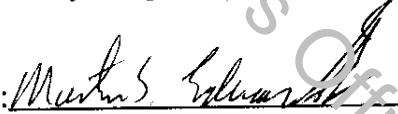
BL 1462 LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of the Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, Its sole Member

By: _____
Bernard Leviton, Trustee

BL TINLEY PARK LLC, a Delaware limited liability company

By: North Star Realty Services, LLC, an Illinois limited liability company, its Manager

By:  _____
Martin S. Edwards, its President

MS KENNEDY, LLC, an Illinois limited liability company

By: Michael Supera Family Limited Partnership, an Illinois limited partnership, its Manager

By: _____
Michael Supera, its General Partner

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written.

ASSIGNOR:

BL 4747 LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of the Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, Its sole Member

By: _____
Bernard Leviton, Trustee

BL 1462 LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of the Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, Its sole Member

By: _____
Bernard Leviton, Trustee

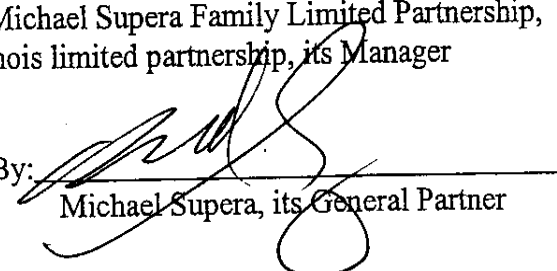
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By: North Star Realty Services, LLC, an Illinois limited liability company, its Manager

By: _____
Martin S. Edwards, its President

MS KENNEDY, LLC, an Illinois limited liability company

By: Michael Supera Family Limited Partnership, an Illinois limited partnership, its Manager

By: 
Michael Supera, its General Partner

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Bernard Leviton, as Trustee, the authorized signatory of the Bernard Leviton Living Trust, dated January 16, 1990, as may be amended (the "Trust"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signatory he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said Trust on its own behalf and in its capacity as the sole Member of BL 4747 LLC, a Delaware limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of July, 2003

(SEAL)

My commission expires:

Dec 27, 2004

Jeanette Dresdow
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Bernard Leviton, as Trustee, the authorized signatory of the Bernard Leviton Living Trust, dated January 16, 1990, as may be amended (the "Trust"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signatory he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said Trust on its own behalf and in its capacity as the sole Member of BL 1462 LLC, a Delaware limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of July, 2003

(SEAL)

My commission expires:

Dec 27, 2004

Jeanette Dresdow
Notary Public



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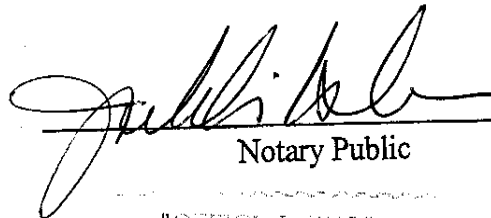
STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Martin S. Edwards, the authorized signatory of North Star Realty Services, LLC, an Illinois limited liability company ("Manager"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signatory he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said Manager on its own behalf and in its capacity as the Manager of BL Tinley Park LLC, a Delaware limited liability company ("Company"), for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of July, 2003.

(SEAL)

My commission expires:



Notary Public

"OFFICIAL SEAL"
JACKLYN ISHA

Notary Public, State of Illinois
My Commission Expires 3/22/2006

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael L. Supera, the authorized signatory of Michael Supera Family Limited Partnership, an Illinois limited partnership (the "Partnership"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signatory he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said Partnership on its own behalf and in its capacity as the sole Member of MS Kennedy, LLC, an Illinois limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____.

(SEAL)

My commission expires:

Notary Public

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STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Martin S. Edwards, the authorized signatory of North Star Realty Services, LLC, an Illinois limited liability company ("Manager"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signatory he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said Manager on its own behalf and in its capacity as the Manager of BL Tinley Park LLC, a Delaware limited liability company ("Company"), for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____.

(SEAL)

My commission expires: _____

Notary Public

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael L. Supera, the authorized signatory of Michael Supera Family Limited Partnership, an Illinois limited partnership (the "Partnership"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signatory he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said Partnership on its own behalf and in its capacity as the sole Member of MS Kennedy, LLC, an Illinois limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of August 2003

(SEAL)

My commission expires: _____



Kathy McShane
Notary Public

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EXHIBIT A

PROPERTY DESCRIPTION

LOT 1 IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1992 AS DOCUMENT 92914537.

ADDRESS: 16100 S. HARLEM AVENUE, TINLEY PARK, ILLINOIS 60477

PIN: 27-24-202-009-0000

UNOFFICIAL COPY**CERTIFICATION OF RENT ROLL**

The undersigned certifies that the rental information for the property at 16100 Harlem Avenue, Tinley Park, Illinois, is as follows:

Tenant	Site	Term Rent Commencement Date	Annual Rent	Real Estate Taxes
Sam's Real Estate Business Trust	9.28 acres	June 25, 1993	\$766,288.00	Paid by Tenant
		Expiration Date: June 30, 2018		

DATED: _____, 2003.

BL TINLEY PARK LLC, a Delaware limited liability company

By: NORTH STAR REALTY SERVICES, LLC, an Illinois limited liability company, its sole Manager

By: Martin S. Edwards
Martin S. Edwards, President

BL 4747 LLC, a Delaware limited liability company

By: BERNARD LEVITON, AS TRUSTEE, AND HIS SUCCESSORS IN TRUST, OF THE BERNARD LEVITON LIVING TRUST, DATED JANUARY 16, 1990, AS MAY BE AMENDED, its sole Member

By: _____
Bernard Leviton, Trustee

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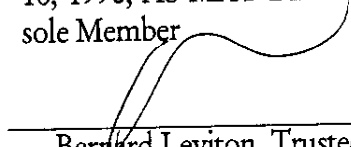
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Bernard Leviton, Trustee

UNOFFICIAL COPY

BL 1462 LLC, a Delaware limited liability company

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LIVING TRUST, DATED JANUARY
16, 1990, AS MAY BE AMENDED, its
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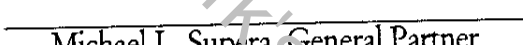
By: 
Bernard Leviton, Trustee

MS KENNEDY, LLC, an Illinois limited liability company

BL 4747 LLC, a Delaware limited liability company

By: BERNARD ELVITON, AS TRUSTEE,
AND HIS SUCCESSORS IN TRUST,
OF THE BERNARD LEVITON
LIVING TRUST, DATED JANUARY
16, 1990, AS MAY BE AMENDED, its
sole Member

By: MICHAEL SUPERA FAMILY
LIMITED PARTNERSHIP, an Illinois
limited partnership

By: 
Michael L. Supera, General Partner

UNOFFICIAL COPY

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