

# UNOFFICIAL COPY



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This Document Prepared by  
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Eugene "Gene" Moore Fee: \$48.00  
Cook County Recorder of Deeds  
Date: 09/17/2003 11:32 AM Pg: 1 of 13

Jenner & Block, LLC  
One IBM Plaza  
Chicago, Illinois 60611  
Attn: Donald S. Horvath, Esq.

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## ASSIGNMENT OF RENTS AND LEASES

**THIS ASSIGNMENT OF RENTS AND LEASES** ("Assignment") is made and delivered as of the 10th day of September, 2003 by **ALBANY BANK AND TRUST COMPANY, N.A.**, not personally, but solely as Trustee under Trust Agreement dated June 18, 2001 and known as Trust Number 11-5764 ("Trustee"), and **2500 BRADLEY PLACE LLC**, an Illinois limited liability company, the Beneficiary under the above-referenced Trust Agreement ("Beneficiary"), Trustee and Beneficiary are sometimes referred to herein collectively, jointly and severally as "Assignor", to and for the benefit of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Assignee").

## RECITALS

A. Assignee has agreed to loan to Beneficiary the principal amount of Twelve Million One Hundred Eighty Thousand and No/100 Dollars (\$12,180,000.00) ("Loan"). Beneficiary 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 Beneficiary 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. **Definitions.** 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 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,

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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 limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Assignor 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) 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 either Assignor entered into any 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 Assignor's knowledge, there are no material defaults by tenants under any Leases.

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4. **Covenants of Assignor.** 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;

(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 liability 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 any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation 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 one calendar month 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, which consent shall be deemed granted 30 days after written request from Assignor if Assignee has not otherwise responded; provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and 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;

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(i) Assignor shall, 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 to 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 subordinate 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;

(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 Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon 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 below; and

(o) 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.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Paragraph 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than one calendar month in advance) provided for the payment thereof, all rents, issues, income and profits assigned 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

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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 or (b) any other Event of Default described in the Note, Mortgage or the other Loan Documents.

7. **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 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 receipt 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.



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8. **Application of Proceeds.** 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 sole 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 any 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 Assignor) 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 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 Waiver.** 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

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satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** 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. **Security Deposits.** 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. **Severability.** 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.

14. **Successors and Assigns.** 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. **Written Modifications.** 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. **Duration.** 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. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder 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.

19. **Waiver of Trial by Jury.** **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**

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

ALBANY BANK AND TRUST COMPANY, as  
Trustee under Trust Agreement dated June 18, 2001  
and known as Trust Number 11-5764

By: John C. Schellinger

Name: GARY WARGESTER

Title: ~~SENIOR VICE PRESIDENT~~ JOHN C. SCHELLINGER  
VICE PRESIDENT

2500 BRADLEY PLACE LLC, an  
Illinois limited liability company

By: Amin A. Andani

Name: Amin Andani

Title: Member

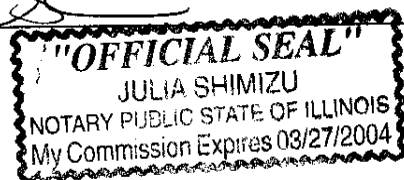
THIS ASSIGNMENT OF RENTS AND LEASES is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made, including, but not limited to, those relating to compliance with environmental laws, are made and intended not as personal covenants, undertakings of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by ALBANY BANK & TRUST COMPANY, N.A., as Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against ALBANY BANK & TRUST COMPANY, N.A. as Trustee, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability if any, being expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that ALBANY BANK & TRUST COMPANY, N.A., individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues and profits thereof.

I, JULIE SHIMIZU, a Notary Public in and for and residing in  
said County and State, DO HEREBY CERTIFY THAT ~~GARY WOOLFESEN~~ the  
~~SA VICE PRES~~ of Albany Bank and Trust Company, N.A., personally known to me to  
be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_  
appeared before me this day in person and acknowledged that he/she signed and delivered said  
instrument as his/her own free and voluntary act and as the free and voluntary act of said bank for  
said uses and purposes.

GIVEN under my hand and notarial seal, this 9th day of SEPT, 2003.

Notary Public



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STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF Cook     )

I, Richard A. Greenswag, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Amin A. Ghaffar Andani, the Member of 2500 BRADLEY PLACE LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8<sup>th</sup> day of September, 2003.



[Signature]  
 Notary Public

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## EXHIBIT A

### Legal Description of Premises

#### PARCEL 1:

ALL THAT PART OF BLOCKS 8, 9, 12, 13 AND THE WEST 1/2 OF BLOCK 11 TAKEN AS ONE TRACT, IN KINZIE'S SUBDIVISION OF THE NORTH EAST 1/4 SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST GRACE STREET WITH THE EAST LINE OF THE WEST 1/2 OF THE SAID BLOCK 11 (SAID POINT OF BEGINNING BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 11); THENCE SOUTH 00 DEGREES 49 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 11 A DISTANCE OF 630.10 FEET TO THE SOUTH LINE OF SAID BLOCK 11; THENCE SOUTH 89 DEGREES 58 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 11, A DISTANCE OF 304.80 FEET TO THE EAST LINE OF NORTH CAMPBELL AVENUE (AS RECORDED UNDER DOCUMENT 16863269 ON MARCH 29, 1957 IN PLAT BOOK 488, PAGE 50, COOK COUNTY, ILLINOIS), THENCE NORTH 00 DEGREES 49 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF THE AFORESAID NORTH CAMPBELL AVENUE A DISTANCE OF 365.14 FEET TO THE NORTH LINE OF WEST BRADLEY PLACE (AS RECORDED UNDER SAID DOCUMENT 16863269); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID WEST BRADLEY PLACE A DISTANCE OF 971.61 FEET TO A LINE PARALLEL WITH AND 199.72 FEET EAST FROM, AS MEASURED ALONG SAID NORTH LINE OF WEST BRADLEY PLACE, THE PROLONGATION OF THE SAID WEST LINE OF NORTH TALMAN AVENUE; THENCE NORTH 00 DEGREES 00 MINUTES AND 00 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 594.48 FEET TO A LINE 365.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID BLOCKS 8 AND 9; THENCE NORTH 89 DEGREES 55 MINUTES 36 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 938.04 FEET TO THE EAST LINE OF SAID BLOCK 9; THENCE SOUTH 00 DEGREES 49 MINUTES 36 SECONDS EAST ALONG THE EAST LINE OF BLOCK 9, A DISTANCE OF 330.93 FEET TO A LINE 33.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 11; THENCE NORTH 89 DEGREES 57 MINUTES 04 SECONDS EAST ALONG SAID PARALLEL LINE AND THE SOUTH LINE OF WEST GRACE STREET, A DISTANCE OF 329.77 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

(EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

ALL OF THAT PART OF THE WEST 1/2 OF BLOCK 11 LYING EAST OF A LINE 25 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 11 AND SOUTH OF A LINE 33 FEET SOUTH OF PARALLEL WITH THE NORTH LINE OF SAID BLOCK 11,

Exhibit A - 1

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IN KINZIE'S SUBDIVISION OF THE NORTH EAST 1/4 SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.)

PARCEL 2:

THAT PART OF BLOCK 13 IN KINZIE'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF NORTH TALMAN AVENUE (AS SAID STREET WAS DEDICATED BY PLAT RECORDED MARCH 29, 1957 AS DOCUMENT 16863269) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 155.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 13 AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF NORTH TALMAN AVENUE, A DISTANCE OF 110.54 FEET TO A POINT OF A CURVE; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY WITH THE SOUTH LINE OF WEST BRADLEY PLACE (DEDICATED BY AFORESAID PLAT RECORDED MARCH 29, 1957 AS DOCUMENT 16863269); THENCE EAST ALONG SAID SOUTH LINE OF WEST BRADLEY PLACE, A DISTANCE OF 175.00 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 225.00 FEET EAST FROM AND PARALLEL WITH THE EAST LINE AND SAID EAST LINE EXTENDED NORTH OF N. TALMAN AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 160.44 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 155.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF BLOCK 13, AND THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 225.00 FEET WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2500 WEST BRADLEY PLACE, AND  
3721 NORTH TALMAN, CHICAGO, ILLINOIS 60618

P.I.N. NUMBERS: 13-24-207-021-0000  
13-24-210-008-0000

Exhibit A - 2