### UNOFFICIAL GORY

#### **COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

THIS COLLATERAL ASSIGNMENT OF LEASES AND RENTS made as of the Harris Bank Palatine, N.A., as Harris Bank Palatine, N.A., as Harris Bank OF PALATINE, not personally but as Trustee under Trust Agreement dated April 27, 1984 and known as Trust No. 4309 (the "Trust"), Thomas F. Johnson ("T. Johnson"), and Ellen Y. Johnson ("E. Johnson"). (the Trust, T. Johnson and E. Johnson are collectively referred to as "Assignor") to FIRST MILLY EST BANK, N.A., a national banking organized under the laws of the United States and having a piece of business at 555 West Dundee Road, Buffalo Grove, Illinois 60089 (the "Assignee");

#### VIINESSETH:

Section 1. Definitions. Each reference in this agreement to the following terms shall to be deemed to have the following meanings and all other references shall have the meaning assigned thereto in the Loan Agreement defined below.

Loan Agreement: That certain Loan Agreement of even date herewith by and between, among others, the Assignor and the Assignee pursuant to which the Assignee has agreed, subject to the terms and conditions thereof, inter alia, to make loans to the Assignor in the principal amounts of Two Million Six Hundred Forty Three Thousand Four Hundred Ninety and 31/100 Dollars (\$2,643,490.31) and up to One Million Six Hundred Thousand and 00/100 Dollars

This document was prepared by and should be returned to:

Alan B. Roth Wildman, Harrold, Allen & Dixon 225 West Wacker Drive, Suite 2800 Chicago, Illinois 60606-1229

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(\$1,600,000.00) and future advances, if necessary, of an additional sum of up to Five Million and 00/100 Dollars (\$5,000,000.00) for a total sum of up to Nine Million Two Hundred Forty Three Thousand Four Hundred Ninety and 31/100 Dollars (\$9,243,490.31) and the Assignor has agreed, inter alia, to execute and deliver this agreement as partial security for such loan.

<u>Premises</u>: That certain real estate located at 601-603 South Chaddick, Wheeling, Cook County, State of Illinois, more particularly described on Exhibit A attached hereto.

Motes: Collectively, that certain Term Note in the principal sum of Two Million Six Hundred Forty Three Thousand Four Hundred Ninety and 31/100 Dollars (\$2,643,490.31) and that Line of Credit Note in the principal sum of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00), each of the Assignor and others payable to the order of the Assignee and of even date herewith.

Lessee: Each present and future lessee, tenant, and occupant occupying all or any portion of the Premises pursuant to a Lease.

Lease: Each agreement providing for the use and occupancy of the Leased Premises, in writing or oral, now or hereafter existing, affecting any portion or all of the Leased Premises and any modifications, amendments, renewals and extensions thereof or agreements in substitution for any of the foregoing.

Leased Premises: The Premises.

Security Documents: (i) Assignor's mortgage agreement granting Assignce a first mortgage and first security interest as to the Leased Premises and Form UCC-1 and UCC-2 financing statements relating thereto, (ii) this Collateral Assignment of Leases and Rents and any related Lease agreements, (iii) all other Security Instruments (as defined in the Loan Agreement)

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and all other documents, instruments and agreements now or hereafter executed and delivered for the purpose of granting the Assignee security for the Obligations.

Rents: All rents, payments, profits, benefits and other sums of every kind, now or hereafter due and payable to the Assignor and arising under or in connection with any Lease and any extensions or renewals thereof or out of the use and occupancy of the Leased Premises or any portion thereof.

Obligations: Payment of the principal, interest and any other sums now or hereafter due and payable to the Assignee under the Notes, Loan Agreement, the Security Documents and/or any other agreements between the Assignor and the Assignee, now or here after existing and performance and satisfaction of the other agreements, warranties, representations and obligations of the Assignor contained in this Assignment, the Loan Agreement, the Notes, the Security Documents, any Lease, and/or any other agreements of the Assignor, now or hereafter existing, and relating to the Notes, Loan Agreement, the Security Documents, any Lease, and/or the Leased Premises.

NOW, THEREFORE, in consideration of the Loan Agreement, the loans pursuant thereto and other valuable consideration, the receipt of which is hereby acknowledged and as further security for payment and performance of the Obligations, the Assignor hereby grants, sells, conveys, transfers, assigns and sets over to the Assignee all of the Assignor's rights, title and benefits under, in and to each Lease, the Rents and any present or future guarantees of any Lease and Rents.

TO HAVE AND TO HOLD the same with all of the rights, privileges and appurtenances thereunto belonging unto the Assignee, its successors and assigns until such time

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as the Obligations have been paid and satisfied in full for the purpose of further and collaterally securing the same.

The Assignor and the Assignee agree that the following terms and conditions shall govern this Agreement:

- 1. <u>Assignor's Covenants</u>. The Assignor, for itself and for its successors and assigns, covenants and warrants as follows:
- (a) That each existing Lease is in full force and effect and that there is to the knowledge of the Assignor, no default on the part of any party thereto;
- (b) That the Assignor is the sole owner of the entire lessor's interest under each existing Lease, that each existing Lease is free from all encumbrances and liens, except as provided in any Lease, other than the Security Documents, that the Assignor has full power and authority to assign each Lease and Rents in accordance herewith, that the Assignor will warrant and defend each Lease and Rents to the Assignee against the lawful claims and demands of all persons, and that the Assignor has not sold, assigned, transferred, mortgaged or pledged any Lease and/or Rents or any interest thereon, whether now or hereafter to become due, to any person, firm or corporation other than the Assignee;
- (c) That no Rents becoming due after the date hereof have been collected, nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised;
- (d) That the Assignor will not assign, pledge or otherwise encumber any Lease or any of the Rents without the prior written consent of the Assignee in each instance and then only subject to and in accordance with any conditions set forth in such written consent;

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- (e) Upon an Event of Default under the Security Documents, the Assignor will not, without the prior written consent of the Assignee in each instance directly or indirectly amend, modify, cancel, terminate or accept any surrender of any Lease or waive or consent to any default or variation in the performance thereof, but that the Assignor will enforce all of the terms and conditions thereof at all times;
- (f) That the Assignor will not in any way violate or permit a violation of Assignor's license granted in section 2 hereof;
- That the Assignor will fulfill or cause to be fulfilled all of the terms, covenants and condition, on Assignor's part to be fulfilled under each Lease;
- (h) That the Assignor will, upon written request by the Assignee, while this assignment remains in force and effect, execute and deliver all such powers of attorney, instruments of pledge or assignment, and such other instruments or documents as the Assignee may reasonably request at any time for the purpose of further securing the Assignee's rights hereunder;
- (i) That the Assignor will provide the Assignce with written notice of any extension, renewal, amendment or modification of any Lease within five days thereof, and that the Assignor will similarly furnish to the Assignce, on demand, true copies of all agreements or letters effecting same.
- 2. <u>License to Lease until Default</u>. So long as no Event of Default shall exist under any of the documents under which the Obligations arise, the Assignor shall have a license to lease the Leased Premises pursuant to each Lease, to exercise Assignor's rights as lessor thereunder, to collect all Rents and receipt therefor; <u>provided</u>, <u>however</u>, that without the prior written consent of the Assignee in each instance the Assignor shall not collect any installment

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of Rents more than thirty (30) days in advance of the due date prescribed for the payment thereof in any Lease.

#### 3. Assignee's Rights in Event of Default.

- 3.1 Upon three days' notice after the occurrence of any event of default after the expiration of any applicable grace period under any of the documents under which the Obligations arise, and until such event of default shall have been cured as hereinafter defined, the license under section 2 hereof shall, at the option of the Assignee, terminate and in such event the Assignee is hereby expressly and irrevocably authorized to enter and take possession of the Leased Premises by actual physical possession, or by Notice in accordance with section 9 hereof to the Assignor without further authorization, notice or demand and without the commencement of any action to forecome any of the Security Documents or to exercise its power of sale and other remedies thereunder.
- Assignor hereby constitutes and appoints the Assigner irrevocably, and with full power of substitution and revocation, the true and lawful attorney, for and in the name, place and stead of the Assignor, to demand and receive any and all Rents; to enter into any and all agreements with any Lessee or any other party at any time for the disposition of the Rente; to compromise and adjust any matters of dispute with any Lessee or any other party with reference to any Lease, Rents and any other sums due or to become due in connection therewith; and to give all such receipts, releases, assurances, acquittances, discharges and other instruments that any Lessee or any other party may require for the Rents and other sums or any part thereof; to enforce, amend or terminate any Lease and enter into any agreements or new Lease in substitution for or in addition to any Lease; to exercise all rights and remedies of the Assignor

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under any Lease; to construct, complete, repair and/or alter the Leased Premises as the Assignee may, in its reasonable discretion, deem proper; to perform any of the actions and rights provided by any of the Security Documents in the event of a default thereunder; to pay, from and out of the Rents or from or out of any other funds, any taxes, assessments, water, sewer or other government charges assessed or imposed against the Leased Premises and also any and all other charges and expenses which may be necessary or advisable for the Assignee to pay in the construction, completion, management or operation of the Leased Premises, including without limitation the costs of such construction, completion, repairs and alterations, commissions for renting or selling the Leased Premises or any portions thereof and legal expenses of exercising such rights and remedies. The Assignor hereby grants unto said attorney full power and authority to do and perform each and every act whatsoever requisite to be done in and about the Leased Premises, as fully to all intents and purposes, as the Assignor could do if personally present, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof; provided, however, that any acts or omissions by the Assignee after default shall be at the Assignee's discretion and shall not be or become the basis for any liability of the Assignee. The Assignor hereby authorizes and directs each Lossee and all other parties to pay and deliver all Rents and other sums due and to become due to the Assignor under each Lessee's Lease to the Assignee in accordance with the provisions hereof.

3.3 The Assignee shall apply the net amount of Rents received by it from the Leased Premises and/or under any Lease, after payment of all proper costs and charges (including without limitation any liability, loss, expense or damage hereinafter referred to in section 4 hereof), in such order and in such proportion as the Assignee shall elect in accordance with the Loan Agreement, including without limitation to the Obligations then due and to the

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payment when due, of interest payable under the Notes and thereafter to the payment of the principal due under the Notes. Any of such funds remaining after such application shall be paid as soon as reasonably practicable by the Assignee to the Assignor or at the Assignor's direction set forth in notice from the Assignor.

- 3.4 The Assignee shall be accountable to the Assignor only for funds actually received by the Assignee pursuant to this Assignment and the acceptance of this Assignment shall not constitute a satisfaction of all or any part of the Obligations except to the extent of funds actually received and applied by the Assignee on account of the same.
- 3.5 The rights and powers of the Assignee hereunder shall continue and remain in full force and effect until all Obligations, including any deficiency resulting from exercise of remedies under any of the Security Documents, are paid or satisfied in full, and shall continue after commencement of foreclosure and after foreclosure sale and until expiration of the equity of redemption, notwithstanding sale of the Losed Premises to a purchaser other than the Assignee. Assignee shall not be liable to Assignee because.
- 3.6 A default shall be cured only when the Assignor shall have paid and/or satisfied in full all Obligations and other sums owing and past due and/or mail have performed all other terms, covenants and conditions, the default of which terminates the license hereinabove mentioned.

#### 4. Indemnification.

4.1 The Assignor agrees to indemnify and hold harmless the Assignee from and against any and all liability, loss, damage and expense, including reasonable attorneys' fees which the Assignee may or shall incur under or in connection with any Lease and/or the Leased

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Premises or by reason of any of the Obligations or actions taken or omitted by the Assignee under any of the Obligations, including without limitation any action or omission which the Assignee in its discretion may take to protect its interest in any Lease and/or the Leased Premises and from and against any and all claims and demands whatsoever which may be asserted against the Assignor and/or the Assignee by reason of any of the terms and conditions of any Lease.

- 4.2 If the Assignee incurs any such liability, loss, damage or expense, the amount thereof plus interest thereon at the rate of fifteen percent (15%), per annum, shall be paid by the Assignee immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefor out of any Rents collected by the Assignee.
- Assignee to perform any of the terms, covenants or conditions contained in any Lease, or to take any action to collect any Rents or other payments or to impose any obligation on the Assignee relating to any Lease and/or Leased Premises, including without limitation any obligation to construct, complete, operate, sell, lease, retain, repair and/or maintain the Improvements.
- 4.4 Prior to any actual taking of possession of the Leased Premises by the Assignee, the Assignee shall not have any duty to perform any of Assignor's obligations under any Lease or any duty to construct, complete, operate, maintain, manage, repair, sell, lease and/or retain the Leased Premises, and the Assignor covenants that such duties are exclusively the Assignor's responsibility.
- 5. <u>Exercise of Remedies</u>. The rights and remedies of the Assignee under this Assignment are cumulative and in addition to any other rights and remedies which the Assignee shall have under or as a result of any other of the Obligations and may be exercised as often as

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the Assignee deems such exercise to be desirable. Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not constitute a waiver of any of its rights hereunder.

- Assignment by Assignee. The Assignee shall have the right to assign the Assignor's rights, title and interest in the Leased Premises and/or any Lease to any subsequent holder of the mortgage which is one of the Security Documents or to any person acquiring title to the Leased Premises, subject, however, to the provisions of this Assignment. After the Assignor shall have been barred and foreclosed of all right, title and interest and equity of redemption in the Leased Premises, no assignee of the Assignee's interest in any Lease shall be liable to account to the Assignor for any Rents thereafter accruing.
- 7. Termination. Upon payment and satisfaction in full of the Obligations, as evidenced by recorded satisfactions or releases of the recorded Security Documents, and of any sums which may be payable hereunder, or under any present or future agreement between the Assignor and Assignee, this assignment shall be void and of no effect and, in that event, upon Assignor's request, the Assignee agrees to execute and deliver to the Assignor instruments evidencing the termination of this Assignment in recordable form.
- 8. No Merger. There shall be no merger of any Lease or the leasehold estate created thereby with the fee estate in the Leased Premises or with any mortgage of said fee by reason of the fact that any Lease or any interest therein may be held by or for the account of any person, firm or corporation which may be or become the mortgagee or owner of said fee estate, unless the Assignee shall consent in writing to said merger.
- 9. <u>Notices</u>. Any notice, demand, request or other communication given in connection with this assignment shall be deemed sufficient if in writing and sent by registered

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or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such notice at its address first set forth above or at such other address as such party may hereafter designate by notice given in like fashion. Notices shall be deemed given when mailed. Notwithstanding the foregoing, routine communications such as timely payments of Rents may be sent by ordinary first-class mail.

#### 10. Miscellaneous.

- 10.1 This Assignment shall be construed and enforced in accordance with and governed by the lews of the State of Illinois.
- 10.2 No amendment, cancellation or discharge of this Assignment shall be valid unless the Assignee shall have consented thereto in writing.
- 10.3 In the event the e is any conflict between the terms and provisions of any other Security Documents and the terms of this Assignment, the terms and provisions of this Assignment shall prevail.
- 10.4 The terms, covenants, and conditions contained herein shall inure to the benefit of and bind the Assignee and the Assignor and their respective successors and assigns.
- ACTION OR PROCEEDING BASED UPON, OR RELATED TO THE SUBJECT MATTER OF THIS ASSIGNMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY ASSIGNOR AND ASSIGNOR ACKNOWLEDGES THAT NEITHER ASSIGNEE NOR ANY PERSON ACTING ON BEHALF OF ASSIGNEE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT.

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amount herein specified) in an amount not less then one hundred twenty-five percent (125%) of the amount which, in Mortgagee's reasonable opinion, determined from time to time, shall be sufficient to pay in full such contested tax, assessment or lien and penalties, costs and interest that may become due thereon in the event of a final determination thereof adverse to Mortgagor or in the event Mortgagor fails to prosecute such contest as herein required, and (iv) Mortgagor diligently prosecuting such contest by appropriate legal proceedings. In the event Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds, or other security as aforesaid, on deposit as hereinabove provided, Mortgagee may, at its option and after written notice to Mortgagor, liquidate the securities deposited with Mortgagee, and apply the proceeds thereof and other monies deposited with Mortgagee in payment of, or on account of, such taxes, assessments, or liens or any portion thereof then unpaid, including the payment of all penalties and interest thereon.

- appraisement, valuation redemption, stay, extension, or exemption laws or any so called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and an who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption or reinstatement from sale under any order or decree or foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of the Illinois Revised Statutes.
- 35. Covenants, Representations and Warranties. Mortgagor covenants, represents, and warrants that Mortgagor has good title to the Premises, is 'covfully seized of the Premises hereby conveyed, and has the right to grant and convey the Premises, and that the Premises is unencumbered subject to Permitted Exceptions listed on the schedule attached as Exhibit B hereto, and that the Mortgagor forever will warrant and defend generally the title to the Premises unto Mortgagee against all claims and demands of any and all persons or entiries, subject to any declarations, easements or restrictions (the "Permitted Exceptions") listed in a schedule of exceptions attached hereto as Exhibit B.
- 36. WAIVER OF RIGHT TO JURY TRIAL. MORTGAGOR WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS MORTGAGE OR UNDER ANY LOAN DOCUMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY BE DELIVERED IN THE FUTURE IN CONNECTION HEREWITH OR (II) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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- 37. <u>Use of Proceeds</u>. Mortgagor represents and warrants that the proceeds of the Notes secured by this Mortgage will be used for the purposes specified in 815 ILCS 205/4(1)(c) and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said 815 ILCS 205/4(1)(c).
- 38. Adjustable Mortgage Loan Provisions. The Line of Credit Note which this Mortgage secures is an adjustable note on which the interest rate may be adjusted from time to time in accordance with increases or decreases in the Reference Rate (as defined in the Line of Credit Note), all as provided in the Line of Credit Note.
- Trustee Exculpation. This Mortgage is executed by Suburban National Bank of Palatine not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Suburban National Bank of Palatine hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Notes shall be construed as creating any personal liability on Mortgagor.

IN WITNESS WHEPLOF, this instrument is executed by Mortgagor as of the day and year first above written.

Harris Bank Polation, MA, as Tended

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SUBURBAN NATIONAL BANK OF PALATINE,
not personally but as Trustee under
Trust Number 4309

Attest:

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formerly Suburban National Bank of Palatine, as Truslee

personally, but solely as Trustee, as aforesaid. All covenants and conditions to be performed hereunder by Suburban National Bank of Palatine are undertaken by it solely as Trustee as aforesaid and not individually and no personal liability shall be asserted or be enforceable against Suburban National Bank of Palatine as Trustee as against Suburban National Bank of Palatine by reason of any of the covenants, statements,

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment on the end year first set rank above.

Harris Bank Palatine, N.A., as Trustes '---

formerly Suburban National Bank of Palatino, as Trustee

SUBURBAN NATIONAL BANK OF PALATINE, not personally, but as Trustee as aforesaid

ATTEST:

By: Its:

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representations or warranties contained in this Assignment.

By:

By:

W. V.P. & Trust Officer

Thomas F. 10 inson

Ellen Y. Johnson

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Harris Bank Paletine, N.A., as Trustee

formerly Suburban National Bank of Palatine, as Trustee

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STATE OF ILLINOIS	)	
COUNTY OF LANG	)	SS.
to me to be the same person before me this day in person	n whose and acl	a Notary Public in and for said County, in the State that <u>FOUNTED</u> , who is personally known name is subscribed to the foregoing instrument, appears knowledged that he/she signed and delivered said instrument, for the uses and purposes therein set forth.
ON EN under my ha	and and	Notarial Seal this Withday of, 1994.
CAPATIAL SEAL KARTAL ICHAS MOTARY PUBLIC, ETAR SILIL		Laien Jose
WA COWWISSION EXPLIES A	CMERINE)	Notary Public
My commission expires:	C	
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EXHIBIT "A"

PARCEL 1:

LOTE 12 AND 13 IN PALMAURE BUSINESS CENTER UNIT 1, BEING A SUSDIVISION IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 WORTH, BANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1985 AS DOCUMENT 85106826, IN COOK COUNTY, ILLINGIS

PIN #03-11-408-002 03-11-408-003

Or Coot County Clert's Office PROPERTY ADDRESS: 601-503 S. Chaddick, Wheeling, Illinois

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