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Eugene "Gene" Moore Fee: \$138.00  
Cook County Recorder of Deeds  
Date: 05/23/2005 07:22 AM Pg: 1 of 58

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP  
One World Financial Center  
New York, New York 10281  
Attention: John Busillo, Esq.

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Property of Cook County Clerk's Office

LOCK UP ARMITAGE, L.L.C., LOCK UP CLYBOURN, L.L.C., ILLINOIS SELF STORAGE CENTERS IV, L.L.C., NORTHFIELD SELF STORAGE CENTERS, L.L.C., LOCK UP KINZIE, L.L.C., LOCK UP LISLE, L.L.C., LOCK UP NORTHFIELD, L.L.C., LOCK UP SCHAUMBURG, L.L.C., LOCK UP LAKE FOREST, L.L.C., LOCK UP PARK RIDGE, L.L.C., and LOCK UP OLD ORCHARD, L.L.C., each a Delaware limited liability company, and each formerly an Illinois limited liability company

collectively, jointly and severally, as assignor

(Assignor)

to

PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC, a Delaware limited liability company, as mortgagee

(Lender)

ASSIGNMENT OF LEASES AND RENTS

Dated: May 13, 2005

Location: Listed on Exhibit A

County: Cook, DuPage and Lake

Box 400-CTCC

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## ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of the 13th day of May, 2005, by and among LOCK UP ARMITAGE, L.L.C., LOCK UP CLYBOURN, L.L.C., ILLINOIS SELF STORAGE CENTERS IV, L.L.C., NORTHFIELD SELF STORAGE CENTERS, L.L.C., LOCK UP KINZIE, L.L.C., LOCK UP LISLE, L.L.C., LOCK UP NORTHFIELD, L.L.C., LOCK UP SCHAUMBURG, L.L.C., LOCK UP LAKE FOREST, L.L.C., LOCK UP PARK RIDGE, L.L.C., and LOCK UP OLD ORCHARD, L.L.C., each a Delaware limited liability company, (collectively, jointly and severally, "Assignor" and individually a "Assignor Party"), each having an office at 800 Frontage Road, Northfield, IL 60093, and PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC, a Delaware limited liability company ("Lender"), having an office at 100 Mulberry Street, 8<sup>th</sup> Floor, Gateway 4, Newark, New Jersey 07102.

## RECITALS:

A. Assignor is the owner and holder of the fee simple estates and the leasehold estates in the premises located in Cook County, Lake County and DuPage County, State of Illinois described in Exhibits A through K attached hereto and incorporated herein (the "Property") and (b) the landlord's interest under all leases, subleases, lettings, licenses and other agreements affecting the use, enjoyment or occupancy of the Property now or hereafter existing and all amendments, extensions, modifications, replacements, renewals and guaranties thereof (collectively, the "Leases");

B. Pursuant to a Loan Agreement between Assignor, Lock Up Livingston, L.L.C., Lock Up Westwood, L.L.C., Lock Up Pine Ridge, L.L.C. and Lock Up Old Orchard, L.L.C. (collectively, with Assignor, "Borrower" and each, a "Borrower Party") and Lender, dated as of the date hereof (as the same may be amended, restated or otherwise modified, the "Loan Agreement"), Lender is making a loan to Borrower in the aggregate original principal amount of Ninety-Two Million One Hundred Eighty Thousand and No/100 Dollars (\$92,180,000.00) (the "Loan") evidenced by (i) that certain Promissory Note (A) of even date herewith in the original principal amount of \$56,330,000 made by Borrower in favor of Lender ("Note A") and (ii) that certain Promissory Note (B) of even date herewith in the original principal amount of \$35,850,000 made by Borrower in favor of Lender ("Note B"; Note A and Note B together with all extensions, renewals, modifications, substitutions and amendments thereof shall be collectively referred to as the "Note") and secured by, among other things, the First Security Instruments (as such capitalized term and other capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreement).

C. Lender is willing to make the Loan to Assignor and the other Borrower Parties only if Assignor assigns the Leases and Rents (as hereinafter defined) to Lender in the manner provided below to secure payment of the Indebtedness and performance of the other Obligations.

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NOW, THEREFORE, to induce Lender to make the Loan and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor covenants and agrees for the benefit of Lender, as follows:

1. Assignment. Assignor irrevocably, absolutely and unconditionally GRANTS, CONVEYS, ASSIGNS, TRANSFERS, AND SETS OVER to Lender all of the right, title, interest, and estates and powers, privileges, options and other benefits that Assignor may now or later have in, to and under (a) the Leases; (b) all rents, income and profits due or to become due thereunder (the "Rents"); (c) all proceeds from the cancellation, surrender, sale or other disposition of the Leases; (d) the right to collect and receive all the Rents; and (e) the right to enforce and exercise, whether at law or in equity or by any other means, all terms and conditions of the Leases (the "Lease Provisions"). This Assignment is intended by Assignor and Lender to constitute a present, absolute assignment and not a collateral assignment for additional security only. This Assignment is made by Assignor to provide a source of future payment of the Note and all of the Obligations now or hereafter incurred or arising pursuant to the provisions of, or secured by, the Instrument. SUBJECT, HOWEVER, to the provisions and conditions herein set forth. Upon full payment and satisfaction of the Obligations, the assignment referenced herein shall terminate automatically, without the necessity for further action from the Assignor or Lender and, upon written request by Assignor, Lender shall transfer, set over, and assign to Assignor all right, title, and interest of Lender in, to, and under the Leases and the Rents at such time.

2. Collection of Rents. Until receipt from Lender of notice of an Event of Default under the Loan Documents (hereinafter called a "Notice of Default"), but subject to the provisions of the Cash Management Agreement, each Lessee under the Leases may pay Rents directly to Assignor, and Assignor shall have the right to receive such Rents; provided that Assignor shall hold such Rents as a trust fund to be applied to the Obligations as required by the Loan Documents. Assignor hereby covenants to apply the Rents, before using any part of the same for any other purposes, (a) to the payment of Assessments before penalty or interest is due thereon, unless sufficient funds for the applicable Assessments shall have been deposited with Lender subject to and in accordance with Section 5.10.2(i) of the Loan Agreement, (b) to the cost of insurance, maintenance and repairs required by the terms of the Loan Agreement or other Loan Documents, (c) to the satisfaction of all existing obligations specifically set forth in the Leases, and (d) to the payment of interest and principal due on the Note. Once Lender has given a Notice of Default to any Lessee, any and all Rents received by Lender for any period prior to foreclosure under the First Security Instrument or acceptance of a deed in lieu of such foreclosure shall be applied by Lender to the payment (in such order as Lender shall determine) of: (a) all expenses of managing the Property, including but not limited to the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable; all expenses of operating and maintaining the Property, including but not limited to all Assessments, charges, claims, utility costs and premiums for insurance, and the reasonable cost of all alterations, renovations, repairs or replacements; and all expenses incident to taking and retaining possession of the Property and/or collecting the Rents due and payable under the Leases; and (b) the Note and other Obligations secured by the Instrument, including principal, interest, reasonable attorneys' and collection fees and other amounts, in such order as Lender in its sole discretion may determine. In no event will this Assignment reduce the Indebtedness

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evidenced by the Note or the Obligations otherwise secured by the Instrument, except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such Indebtedness in accordance with the preceding sentence. Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Assignor any Rents so received by Lender or any part thereof. As between Assignor and Lender, and any Person claiming through or under Assignor, other than any Lessee under the Leases who has not received a Notice of Default pursuant to this Paragraph 2, this Assignment is intended to be absolute, unconditional and presently effective, and the provisions of this Paragraph 2 for notification of Lessees under the Leases upon the occurrence of an Event of Default are intended solely for the benefit of each such Lessee and shall never inure to the benefit of Assignor or any Person claiming through or under Assignor, other than a Lessee who has not received such notice. Upon Lender's delivery to any Lessee of a Notice of Default, Assignor shall deliver to Lender within seven (7) days of Lender's written demand (a) all Rents (including prepaid Rents) held by Assignor to the extent received or allocable to the period from and after the default giving rise to the Event of Default to which such Notice of Default relates, (b) all security or other deposits paid and not otherwise applied pursuant to the Leases, and (c) all previously paid charges for services, facilities or escalations to the extent allocable to the period from and after the default giving rise to the Event of Default to which such Notice of Default relates, and any Rents and other amounts paid to Lender pursuant to this Section shall be deemed to have been applied in compliance with Section 10.1.1 of the Loan Agreement. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this Paragraph 2. Upon Lender's acceptance of the cure of any Event of Default, this right of Assignor to receive the Rents shall be automatically reinstated without any further action of Assignor or Lender.

3. Lender as Creditor of Lessee. From and after and during the continuance of an Event of Default, Lender, and not Assignor, shall be the creditor of any Lessee in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any such Lessee; provided, however, that Assignor shall be the party obligated to make timely filings of claims in such proceedings, or to otherwise pursue creditor's rights therein. Notwithstanding the foregoing, from and after and during the continuance of an Event of Default, Lender shall have the right, but not the obligation, to file such claims instead of Assignor. In addition, from and after and during the continuance of an Event of Default, Lender shall have the exclusive right to vote such claim and otherwise to participate in the administration of the estate in connection with such claim and Lender shall have the option to apply any monies received by it as such creditor to the Obligations in the order set forth in the Loan Agreement. If a petition is filed under the Bankruptcy Code by or against Assignor, and Assignor, as landlord under any Lease, decides to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Lender at least ten (10) days' prior written notice of the date when Assignor shall apply to the bankruptcy court for authority to reject the Lease. Lender may, but shall not be obligated to, send Assignor within such ten-day period a written notice stating that (a) Lender demands that Assignor assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (b) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender sends such notice, Assignor shall not reject the Lease provided Lender complies with clause (b) of the preceding sentence.

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4. Notice to Lessee of an Event of Default. Upon receipt from Lender of a Notice of Default, each Lessee under the Leases is hereby authorized and directed to pay directly to Lender all Rents thereafter accruing and the receipt of Rents by Lender shall be a release of such Lessee to the extent of all amounts so paid. The receipt by a Lessee under the Leases of a Notice of Default shall be sufficient authorization for such Lessee to make all future payments of Rents directly to Lender and each such Lessee shall be entitled to rely on such Notice of Default and shall have no liability to Assignor for any Rents paid to Lender after receipt of such Notice of Default until otherwise notified by Lender.

5. No Mortgagee in Possession; No Other Liability. The acceptance by Assignee of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Assignee, be deemed or construed to (i) constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Property, (ii) require Assignee to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or (iii) require Assignee to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Assignee. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any Person in or about the Property.

6. Indemnification of Lender. Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to rent the Property, or any part thereof, or from any other act or omission of Lender under or relating to the Leases unless such loss is caused by the gross negligence or willful misconduct of Lender, nor shall Lender be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment or the exercise of rights or remedies hereunder. Lender shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of, Rents under the Leases, but shall be accountable only for Rents that Lender actually receives. Assignor hereby agrees to Indemnify and hold harmless Lender from any and all Losses that Lender may incur under the Leases or by reason of this Assignment prior to the date Lender (or any purchaser at a foreclosure sale) shall actually acquire title to the Property, except for Losses incurred as a direct result of Lender's willful misconduct or gross negligence (for which Assignor shall not Indemnify Lender in any event). Nothing in this Assignment shall be construed to bind Lender to the performance of any Lease Provisions or to otherwise impose any liability on Lender including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Instrument and shall have been barred thereby of all right, title, interest, and equity of redemption in the premises; provided that Lender shall be obligated to comply with the terms and conditions of any subordination, non-disturbance and attornment agreement entered into by Lender and any Lessee. Any Losses incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims related thereto shall, at Lender's request, be reimbursed by Assignor. Such reimbursement shall include Costs and shall bear interest in accordance with the terms of Paragraph 10 below. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such items. **THE INDEMNITIES CONTAINED IN THIS PARAGRAPH SHALL INCLUDE CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION,**

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JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) RESULTING FROM THE NEGLIGENCE OF LENDER OR ANY STRICT LIABILITY, BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER. The foregoing indemnities shall not terminate upon release or other termination of this Assignment. THIS ASSIGNMENT SHALL NOT OPERATE TO PLACE RESPONSIBILITY UPON LENDER FOR THE CONTROL, CARE, MANAGEMENT OR REPAIR OF THE PROPERTY, NOR FOR THE CARRYING OUT OF ANY OF THE TERMS AND CONDITIONS OF THE LEASES; NOR SHALL IT OPERATE TO MAKE LENDER RESPONSIBLE OR LIABLE FOR ANY WASTE COMMITTED ON THE PROPERTY BY THE LESSEES OR BY ANY OTHER PARTIES OR FOR ANY DANGEROUS OR DEFECTIVE CONDITION OF THE PROPERTY, OR FOR ANY NEGLIGENCE IN THE MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY LESSEE, LICENSEE, EMPLOYEE OR STRANGER (but not any liability and expenses incurred due to the gross negligence or willful misconduct of Lender).

7. Representations and Warranties. Each Assignor Party represents and warrants that (a) Assignor is the owner of the lessor's interest in the Leases, (b) Assignor has the limited liability company right, power and authority to assign, transfer, and set over all of its right, title and interest in, to and under the Leases and Rents and no other Person (other than the respective Lessees and Persons claiming by, through or under such Lessees) has any right, title or interest therein, (c) the Leases are valid and in full force and effect and have not been modified, amended or terminated, nor have any of the terms and conditions of the Leases been waived, except as stated in the Leases, (d) there are no outstanding assignments or pledges of the Leases or Rents, (e) there are no outstanding leasing commissions due under the Leases for the initial term or for any extensions, renewals or expansions that are payable by Assignor, (f) (i) there are no existing defaults on the part of Assignor or any state of facts which, with the giving of notice and/or passage of time, would constitute a default by Assignor under the Leases and (ii) except as disclosed to Lender in writing, to Assignor's knowledge, there are no existing defaults on the part of any Lessee or any state of facts which, with the giving of notice and/or passage of time, would constitute a default by any Lessee under the Leases, (g) to Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against Assignor, (h) each Major Tenant is in possession and paying Rent and other charges as provided in its Lease, (i) no Rents under Leases with Major Tenants have been or are currently committed to later be anticipated, discounted, released, waived, compromised or otherwise discharged, (j) except as specified in the Leases and either (x) shown on the rent roll delivered to Lender in connection with the funding of the Loan (the "Rent Roll") or (y) on Schedule I hereto, there are no (i) unextinguished rent concessions, abatements or other inducements relating to the Leases other than Self-Storage Leases, (ii) options or other rights to acquire any interest in the Property in favor of any Lessee or (iii) options or other rights (whether in the form of expansion rights, purchase rights, rights of first refusal to lease or purchase or otherwise) relating to property which is not part of the Property and/or would require Assignor and/or Lender to possess or control any property (other than the Property) to honor such rights, (k) the Rent Roll discloses all currently existing Leases and is true, complete and accurate in all material respects, (l) except as provided in the Loan Agreement or shown on Schedule I hereto, no Rents for any period subsequent to the date of this Assignment have been collected more than one (1) month in advance of the time when the same became due under the terms of the applicable Lease, and (m) Assignor has performed no act or

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executed any other instrument which could be reasonably expected to prevent Lender from enjoying and exercising any of its rights and privileges evidenced hereby.

8. Covenants. Assignor shall not, except with the prior written consent of Lender in each instance, (a) except as expressly permitted under the Loan Documents, sell, assign, pledge, mortgage or otherwise transfer or encumber (except hereby and by the other Loan Documents) any of the Leases, Rents or any right, title or interest of Assignor therein; (b) accept prepayments of any Rents for a period of more than one (1) month in advance of the due dates thereof except as expressly permitted under the Loan Agreement; (c) in any manner intentionally or materially impair the value of the Property or the benefits to Lender of this Assignment; (d) except as otherwise permitted in this Assignment or the other Documents, waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Lessee from any of its obligations under the Leases; (e) except as otherwise permitted herein or the other Loan Documents, enter into any settlement of any action or proceeding arising under, or in any manner connected with, the Leases or with the obligations of the landlord or the Lessees thereunder; or (f) modify, cancel or terminate any guaranties under any Lease. Assignor shall, at its sole cost and expense, duly and timely keep, observe, perform, comply with and discharge all of the material obligations of the landlord under the Leases, or cause the foregoing to be done, and Assignor shall not take any actions that would, either presently or with the passage of time, cause a default by Assignor under any of the Leases. At any time during which Assignor is receiving Rents directly or through the Manager of the Property as its agent from Lessees under the Leases, Assignor shall, upon receipt of written direction from Lender, make demand and/or sue for all Rents due and payable under one or more Leases, as directed by Lender, as the same become due and payable, including Rents which are past due and unpaid. In the event Assignor fails to take such action, or at any time during which Assignor is not receiving Rents directly from Lessees under the Leases in accordance herewith, Lender shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Assignor, all Rents due and payable under the Leases, as the same become due and payable, including Rents which are past due and unpaid.

9. No Merger. Each Lease shall remain in full force and effect, notwithstanding any merger of Assignor's and Lessee's interest thereunder.

10. Documents Incorporated. The terms and conditions of the Loan Agreement is incorporated into this Assignment as if fully set forth in this Assignment. Any amounts due and owing by Assignor to Lender pursuant to this Assignment shall be secured by the Security Instruments, and from the date on which such amount becomes due until the same is paid, shall bear interest at the Secondary Interest Rate.

11. **WAIVER OF TRIAL BY JURY. ASSIGNOR AND LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE DOCUMENTS, OR ANY ACTS OR OMISSIONS OF LENDER IN CONNECTION THEREWITH.**

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12. **GOVERNING LAW.** (a) THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY ASSIGNOR AND LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER DOCUMENTS WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR AND LENDER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, THE NOTE AND THE OTHER DOCUMENTS, AND THIS ASSIGNMENT, THE INSTRUMENT, THE NOTE AND THE OTHER DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST ASSIGNOR OR LENDER ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND ASSIGNOR AND LENDER EACH WAIVE ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND ASSIGNOR AND LENDER EACH HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING, AND ASSIGNOR DOES HEREBY DESIGNATE AND APPOINT

CT Corporation System  
111 Eighth Avenue  
New York, New York 10011



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AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO ASSIGNOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON ASSIGNOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. ASSIGNOR (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

13. Limitation on Personal Liability and Indemnities. The terms and provisions of Section 10.1.1 of the Loan Agreement are hereby incorporated in and made a part of this Assignment by this reference as if set forth in full herein.

14. Joint and Several. If more than one Person has executed this Assignment as "Assignor," the representations, covenants, warranties and obligations of all such Persons hereunder shall be joint and several.

15. Notices. All notices, demands or documents of any kind that Assignee or Assignor may be required or may desire to serve shall be served in the manner provided in the Loan Agreement.

16. Successors and Assigns; Gender. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall insure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Loan Agreement regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

17. Severability. If any term, provision, covenant or condition hereof or any application thereof should be held unenforceable, in whole or in part, all terms, provisions, covenants and conditions hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereof.

18. Costs. In the event it should become necessary for Assignee to employ legal counsel to collect the Obligations, or to enforce Assignee's rights under this Assignment,

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Assignor agrees to pay all reasonable fees and expenses of Assignor, including, without limitation, reasonable attorneys' fees for the services of such counsel whether or not suit be brought.

19. Counterparts. This Assignment shall be executed by Assignor in three counterpart originals, one for recordation in Cook County, Illinois, one for recordation in Lake County, Illinois, and one for recordation in DuPage County, Illinois. All of the counterparts together shall constitute one and the same Assignment.

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*[signature page to assignment of leases and rents]*

IN WITNESS WHEREOF, Assignor has duly executed this Assignment the date first above written.

**LOCK UP ARMITAGE, L.L.C., a**  
Delaware limited liability company, formerly  
Lock Up Armitage, L.L.C., an Illinois limited liability company

By: **LOCK UP - EVERGREEN LLC,**  
a Delaware limited liability company,  
its sole member

By: **LOCK UP HOLDING LLC,**  
an Illinois limited liability company,  
its manager

By: **SHS DEVELOPMENT COMPANY,**  
an Illinois corporation,  
its manager

By: \_\_\_\_\_

Name: **Robert A. Soudany, Jr.**  
Title: **V.P.**

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**LOCK UP CLYBOURN, L.L.C., a**  
Delaware limited liability company, formerly  
Lock Up Clybourn, L.L.C., an Illinois limited liability company

By: **LOCK UP - EVERGREEN LLC,**  
a Delaware limited liability company,  
its sole member

By: **LOCK UP HOLDING LLC,**  
an Illinois limited liability company,  
its manager

By: **SHS DEVELOPMENT COMPANY,**  
an Illinois corporation,  
its manager

By:

  
Name: Robert A. Steudon, Jr.  
Title: V. P.

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**ILLINOIS SELF STORAGE CENTERS IV, L.L.C.,**  
a Delaware limited liability company, formerly  
Illinois Self Storage Centers IV, L.L.C. , an Illinois limited liability company

By: LOCK UP - EVERGREEN LLC,  
a Delaware limited liability company,  
its sole member

By: LOCK UP HOLDING LLC,  
an Illinois limited liability company,  
its manager

By: SFS DEVELOPMENT COMPANY,  
an Illinois corporation,  
its manager

By:   
Name: Robert A. Soudan, Jr.  
Title: V.P.

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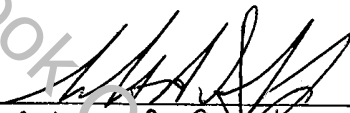
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**NORTHFIELD SELF STORAGE CENTERS, L.L.C.,**  
a Delaware limited liability company, formerly  
Northfield Self Storage Centers, L.L.C. , an Illinois limited liability company

By: LOCK UP - EVERGREEN LLC,  
a Delaware limited liability company,  
its sole member

By: LOCK UP HOLDING LLC,  
an Illinois limited liability company,  
its manager

By: SHS DEVELOPMENT COMPANY,  
an Illinois corporation,  
its manager

By:   
Name: Robert A. Soldon, Jr.  
Title: V.P.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**LOCK UP KINZIE, L.L.C., a**  
Delaware limited liability company, formerly  
Lock Up Kinzie, L.L.C., an Illinois limited liability company

By: **LOCK UP - EVERGREEN LLC,**  
a Delaware limited liability company,  
its sole member

By: **LOCK UP HOLDING LLC,**  
an Illinois limited liability company,  
its manager

By: **SHS DEVELOPMENT COMPANY,**  
an Illinois corporation,  
its manager

By: \_\_\_\_\_

Name: Robert A. Sadan, Jr.

Title: V.P.

PROPERTY OF COOK COUNTY Clerk's Office

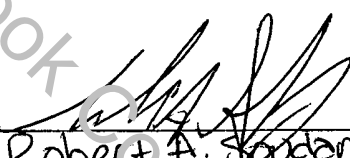
# UNOFFICIAL COPY

**LOCK UP LISLE, L.L.C.**, a  
Delaware limited liability company, formerly  
Lock Up Lisle, L.L.C. , an Illinois limited liability company

By: **LOCK UP - EVERGREEN LLC**,  
a Delaware limited liability company,  
its sole member

By: **LOCK UP HOLDING LLC**,  
an Illinois limited liability company,  
its manager

By: **SFS DEVELOPMENT COMPANY**,  
an Illinois corporation,  
its manager

By:   
Name: Robert A. Soodan, Jr.  
Title: V.P.

Property of Cook County Clerk's Office




# UNOFFICIAL COPY

**LOCK UP NORTHFIELD, L.L.C., a**  
Delaware limited liability company, formerly  
Lock Up Northfield, L.L.C. , an Illinois limited  
liability company

By: **LOCK UP - EVERGREEN LLC,**  
a Delaware limited liability company,  
its sole member

By: **LOCK UP HOLDING LLC,**  
an Illinois limited liability company,  
its manager

By: **SHS DEVELOPMENT COMPANY,**  
an Illinois corporation,  
its manager

By:   
Name: Robert F. Soudany Jr  
Title: V.P.

Clerk's Office

# UNOFFICIAL COPY

**LOCK UP SCHAUMBURG, L.L.C.**, a  
Delaware limited liability company, formerly  
Lock Up Schaumburg, L.L.C. , an Illinois limited liability company

By: **LOCK UP - EVERGREEN LLC**,  
a Delaware limited liability company,  
its sole member

By **LOCK UP HOLDING LLC**,  
an Illinois limited liability company,  
its manager

By: **SHS DEVELOPMENT COMPANY**,  
an Illinois corporation,  
its manager

By: \_\_\_\_\_

Name: Robert A. Boddan, Jr.

Title: V. P.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**LOCK UP LAKE FOREST, L.L.C.**, a  
Delaware limited liability company, formerly  
Lock Up Lake Forest, L.L.C. , an Illinois limited liability company

By: **LOCK UP - EVERGREEN LLC**,  
a Delaware limited liability company,  
its sole member

By: **LOCK UP HOLDING LLC**,  
an Illinois limited liability company,  
its manager

By: **SFS DEVELOPMENT COMPANY**,  
an Illinois corporation,  
its manager

By: \_\_\_\_\_  
Name: **Robert A. Soudan, Jr**  
Title: **V.P.**

Property of Cook County Clerk's Office


# UNOFFICIAL COPY

**LOCK UP PARK RIDGE, L.L.C., a**  
Delaware limited liability company, formerly  
Lock Up Park Ridge, L.L.C. , an Illinois limited  
liability company

By: **LOCK UP - EVERGREEN LLC,**  
a Delaware limited liability company,  
its sole member

By: **LOCK UP HOLDING LLC,**  
an Illinois limited liability company,  
its manager

By: **SHS DEVELOPMENT COMPANY,**  
an Illinois corporation,  
its manager

By:   
Name: Robert A. Eoudon, Jr.  
Title: V. P.

Clerk's Office

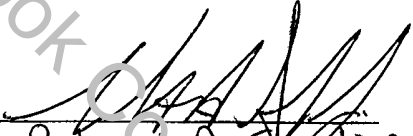
# UNOFFICIAL COPY

**LOCK UP OLD ORCHARD, L.L.C., a**  
Delaware limited liability company, formerly  
Lock Up Old Orchard, L.L.C. , an Illinois limited liability company

By: **LOCK UP - EVERGREEN LLC,**  
a Delaware limited liability company,  
its sole member

By: **LOCK UP HOLDING LLC,**  
an Illinois limited liability company,  
its manager

By: **SHS DEVELOPMENT COMPANY,**  
an Illinois corporation,  
its manager

By:   
Name: Robert A. Soodan, Jr.  
Title: N.P.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

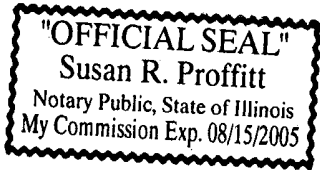
# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF Illinois }  
County of Cook } SS.

I Susan R Proffitt, Notary (name and official capacity of official), do hereby certify that on the 10~~2~~ day of May, 2005, Robert A. Soudan Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as V.P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Lock Up Armitage, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R Proffitt  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Illinois Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

COOK COUNTY Clerk's Office

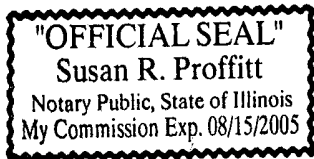
# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF Illinois }  
County of Cook } SS.

I Susan R. Proffitt (name and official capacity of official), do hereby certify that on the 10<sup>th</sup> day of May, 2005, Robert A. Sardon, Jr., personally appeared before me and being first-duly sworn by me severally acknowledged that he signed the foregoing document as V.P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Lock Up Clybourn, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R. Proffitt  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Illinois Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

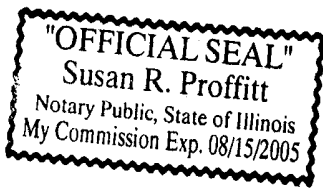
COOK COUNTY Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois }  
County of Cook } SS.

I Susan R. Proffitt, Notary (name and official capacity of official), do hereby certify that on the 10<sup>th</sup> day of May 2005, Robert A. Soudan, Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as V.P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Illinois Self Storage Centers IV, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R. Proffitt  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Illinois Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Notary of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF Illinois }  
County of Cook } SS.

I Susan R Proffitt, Notary (name and official capacity of official), do hereby certify that on the 10<sup>th</sup> day of May 2005, Robert A Soudon, Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as V.P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Northfield Self Storage Centers, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R Proffitt  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Illinois Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

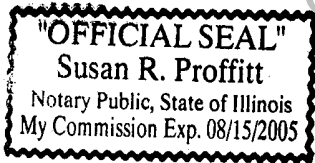
Notary of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois }  
County of Cook } SS.

I Susan R Proffitt, Notary (name and official capacity of official), do hereby certify that on the 10<sup>th</sup> day of May 2005, Robert A. Sardon, Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as V.P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Lock Up Kinzie, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R Proffitt  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Illinois Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Notary of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois }  
County of Cook } SS.

I Susan R. Proffit, Notary (name and official capacity of official), do hereby certify that on the 10<sup>th</sup> day of May 2005, Robert A. Soudan, Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as V.P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Lock Up Lisle, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R. Proffit

Name (typed or printed): \_\_\_\_\_

NOTARY PUBLIC in and for the State of

Illinois Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

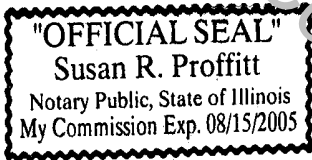
Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois }  
County of Cook } SS.

I Susan R. Proffitt, Notary (name and official capacity of official), do hereby certify that on the 10<sup>th</sup> day of May 2005, Robert A. Soudan, Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as V.P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Lock Up Northfield, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R. Proffitt  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Illinois Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

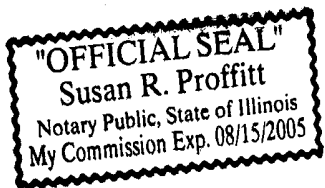
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois }  
County of Cook } SS.

I Susan R. Proffitt Notary (name and official capacity of official), do hereby certify that on the 16~~th~~ day of May 2005, Robert A. Soudan, Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as V.P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Lock Up Lake Forest, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R. Proffitt  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Illinois Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

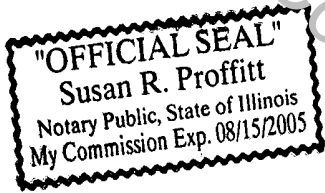
Notary of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois }  
County of Cook } SS.

I Susan R. Proffitt, Notary (name and official capacity of official), do hereby certify that on the 10<sup>th</sup> day of May 2005, Robert A. Soudon Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as V.P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Lock Up Park Ridge, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R. Proffitt  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Illinois Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

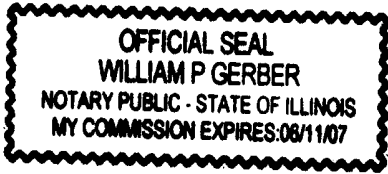
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
County of COOK } SS.

I William P. Gerber (name and official capacity of official), do hereby certify that on the 10th day of MAY 2005, Robert A. Soudan Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as Vice President of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Lock Up Schaumburg, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



William P. Gerber  
Name (typed or printed):  
NOTARY PUBLIC in and for the State of  
Illinois Residing at 800 Frontage Rd.  
My appointment expires: 06-11-07

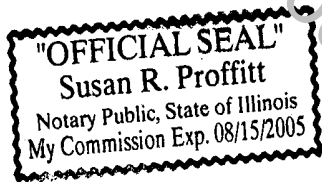
Notary Public of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois }  
County of Cook } SS.

I Susan R. Proffitt, Notary (name and official capacity of official), do hereby certify that on the 10<sup>th</sup> day of May 2005, Robert A. Soudan, Jr., personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document as V. P. of SHS Development Company, an Illinois corporation, as manager of Lock Up Holdings LLC, an Illinois limited liability company, as member of Lock Up-Evergreen LLC, an Illinois limited liability company, as sole member of Lock Up Old Orchard, L.L.C., a Delaware limited liability company and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Susan R. Proffitt  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Illinois Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Notary of Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

[See attached.]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Illinois Self Storage-Glenview

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS,  
COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

LOT 2 IN ISSC IV SUBDIVISION, BEING A SUBDIVISION OF THAT PART  
LYING EAST OF THE CENTER LINE OF MILWAUKEE AVENUE OF THE SOUTH  
283.28 FEET OF LOT 12 (EXCEPT THE EAST 528.0 FEET THEREOF) IN COUNTY  
CLERKS DIVISION OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

RECORDED AS DOCUMENT 92604264 ON AUGUST 14, 1992.

747 Milwaukee Avenue, Glenview, IL

TAX PARCEL NO. 04-32-401-176-0000

# UNOFFICIAL COPY

## EXHIBIT B

### LEGAL DESCRIPTION

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Schaumburg

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

LOT 1 IN LOCK UP'S CONSOLIDATION, BEING A CONSOLIDATION OF LOTS 1 AND 2 IN ROBERT SOUDAN'S RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1998 AS DOCUMENT 98690782, BEING A RESUBDIVISION OF LOT 14 IN RESUBDIVISION OF OUTLOT 'D' IN SCHAUMBURG INDUSTRIAL PARK, RECORDED JUNE 10, 1969 AS DOCUMENT 20866510 AND FILED AS LR2455597, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4 OF SECTION 11, PART OF THE SOUTHWEST 1/4 OF SECTION 12, OF THE NORTHWEST 1/4 OF SECTION 13, AND PART OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION FILED ON JULY 25, 1974 AS LR2764803, AND ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 03, 2001. AS DOCUMENT 0011132096 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 11, 2002 AS DOCUMENT 0020045657, IN COOK COUNTY, ILLINOIS.

1401 N. Plum Grove Road, Schaumburg, IL

Tax Parcel No. 07-11-400-089-0000

# UNOFFICIAL COPY

## EXHIBIT C

### LEGAL DESCRIPTION

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Park Ridge

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 10 BLOCK 2; LOT 11 BLOCK 2; LOT 12 BLOCK 2 AND LOT 13 BLOCK 2 IN A RESUBDIVISION OF BLOCKS 3 AND 4 TOGETHER WITH THAT PART OF MARVIN PLACE NOW VACATED LYING EAST OF THE EAST LINE EXTENDED OF BELLEVUE AVENUE AND WEST OF THE WEST LINE EXTENDED OF WILKINSON PARKWAY, ALSO THAT PART OF WILKINSON PARKWAY, NOW VACATED LYING SOUTH OF THE SOUTH LINE EXTENDED OF MARVIN PLACE AND NORTH OF THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, ALL IN NORTH PARK, BEING A SUBDIVISION OF PART OF LOT 1 AND ALL OF LOTS 2 AND 3 IN GILLICK'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT LIES NORTH OF THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY, AND SOUTH OF THE CENTER OF RAND ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 OF TONY'S RESUBDIVISION BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

750 Busse Highway, Park Ridge, IL

Tax Parcel No. 09-27-216-007-0000  
09-27-216-008-0000  
09-27-216-009-0000  
09-27-216-010-0000  
09-27-216-039-0000

# UNOFFICIAL COPY

## EXHIBIT D

### LEGAL DESCRIPTION

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Clybourn

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS,  
COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LOTS 8 TO 21, BOTH INCLUSIVE, IN BLOCK 5 AND THAT PART OF LOTS 6, 7, 22  
AND 23 LYING NORTH OF A LINE DRAWN FROM A POINT ON THE  
EASTERLY LINE OF LOT 23, SAID POINT BEING 4 FEET SOUTHEASTERLY OF  
THE NORTHEASTERLY CORNER OF SAID LOT 23 TO A POINT ON THE  
WESTERLY LINE OF LOT 6, SAID POINT BEING 4 FEET SOUTHEASTERLY OF  
THE NORTHWESTERLY CORNER OF SAID LOT 6, (EXCEPTING THEREFROM  
THE WESTERLY 15 FEET OF EACH OF SAID LOTS 6 THROUGH 14), IN THE  
SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO  
CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF THE WESTERLY 15 FEET OF LOTS 6 THROUGH 14,  
INCLUSIVE, LYING NORTH OF A LINE DRAWN FROM A POINT ON THE  
EASTERLY LINE OF LOT 23, SAID POINT BEING 4 FEET SOUTHEASTERLY OF  
THE NORTHEASTERLY CORNER OF SAID LOT 23, TO A POINT ON THE  
WESTERLY LINE OF LOT 6, SAID POINT BEING 4 FEET SOUTHEASTERLY OF  
THE NORTHWESTERLY CORNER OF SAID LOT 6, ALL BEING IN BLOCK 5 IN  
THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION  
TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1930 N. Clybourn Avenue, Chicago, IL

Tax Parcel No. 14-32-406-001  
14-32-406-002  
14-32-406-003  
14-32-406-008  
14-32-406-012  
14-32-406-016



# UNOFFICIAL COPY

## EXHIBIT E

### LEGAL DESCRIPTION

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Lake Forest, IL

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF LAKE AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 7 AND 8 IN NICK KINDLEIN SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1960 AS DOCUMENT 1085174, IN BOOK 36 OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR UTILITIES AND ACCESS TO AND FROM OLD ELM ROAD FOR THE BENEFIT OF PARCEL 1 OVER THE NORTHERLY 893.40 FEET OF THE EASTERLY 20 FEET OF A STRIP OF LAND 155 FEET WIDE, EAST OF AND ADJOINING THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY OF ELM ROAD, IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 12, AS RESERVED IN THE TWO WARRANTY DEEDS FROM SCOT E. MCKAY TO PIER BERNARDI, ONE DATED MAY 9, 1991 AND RECORDED MAY 10, 1991 AS DOCUMENT NUMBER 3017875, AND THE SECOND DATED FEBRUARY 17, 1994 AND RECORDED FEBRUARY 28, 1994 AS DOCUMENT 3498940 AND RE-RECORDED AS DOCUMENT 3546271, AND AS RESERVED IN DEED TO BRITT CARTER REAL ESTATE COMPANY, INC. DATED SEPTEMBER 30, 1994 AND RECORDED OCTOBER 11, 1994 AS DOCUMENT 3601401, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: THE EASTERLY 20.00 FEET OF A STRIP OF LAND 155.00 WIDE (EXCEPT THE NORTHERLY 1,343.00 FEET THEREOF), LYING EAST OF AND ADJOINING THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD COMPANY (F/K/A CHICAGO AND NORTHWESTERN RAILWAY), AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY OF ELM ROAD IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE EASTERLY 20.00 FEET OF A STRIP OF LAND 155.00 WIDE LYING EAST OF AND ADJOINING THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD COMPANY (F/K/A CHICAGO AND NORTHWESTERN RAILWAY), NORTH OF THE SOUTHERLY LINE OF THE NORTH 125.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 3 AND 4 AS CREATED BY INSTRUMENT DATED OCTOBER 7, 1994 AND RECORDED OCTOBER 11, 1994 AS DOCUMENT 3601402 FROM BRITT CARTER REAL ESTATE COMPANY TO SCOT E. MCKAY, HIS SUCCESSORS AND ASSIGNS, FOR THE

**UNOFFICIAL COPY**

Lake Forest, IL

PURPOSE OF INGRESS AND EGRESS TO CONSTRUCT, MAINTAIN AND OPERATE A PRIVATE ROAD, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 50 FEET OF LOTS 4, 5 AND 6 IN NICK KINDLEIN SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1960 AS DOCUMENT 1085174, IN BOOK 36 OF PLATS, PAGE 61, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. ROUTE 41 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHERLY BOUNDARY OF SAID LAND AND RUNNING NORTHERLY TO THE NORTHERLY BOUNDARY OF THE CURB CUT GRANTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, TOGETHER WITH A PERPETUAL EASEMENT FOR CONSTRUCTION, MAINTENANCE AND REPAIR OF A SIGN PURSUANT TO SAID INSTRUMENT AND AN EASEMENT FOR UTILITIES (INCLUDING SEWER LINE) AND INGRESS AND EGRESS OVER THE TWENTY FOOT STRIP OF LAND LYING WESTERLY OF AND ADJOINING SAID LOTS, AS RESERVED IN DEED RECORDED AS DOCUMENT 3601401.

PARCEL 6: THAT PART OF THE SOUTH 120 FEET OF THE NORTH 245 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, MEASURED AT RIGHT ANGLES THERETO (EXCEPT THE EAST 30 FEET THEREOF, WHICH IS THAT PORTION BEING IN THE BUENA ROAD RIGHT OF WAY), IN LAKE COUNTY, ILLINOIS.

PARCEL 7: THAT PART OF THE SOUTH 132.49 FEET OF THE NORTH 377.49 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, MEASURED AT RIGHT ANGLES THERETO (EXCEPT THE EAST 30 FEET THEREOF, WHICH IS THAT PORTION BEING IN THE BUENA ROAD RIGHT OF WAY), IN LAKE COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF THE EASTERLY 20 FEET OF A STRIP OF LAND 155 FEET WIDE, LYING EASTERLY OF AND ADJOINING THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY WHICH LIES NORTHWESTERLY OF THE WEST LINE OF BUENA ROAD AND SOUTH OF THE NORTH 125 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 THEREOF, BEING IN SECTION 9, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 9: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 3 AND 4 AS CREATED BY INSTRUMENT DATED OCTOBER 7, 1994 AND RECORDED OCTOBER 11, 1994 AS DOCUMENT 3601402 FROM BRITT CARTER REAL ESTATE

# UNOFFICIAL COPY

Lake Forest, IL

COMPANY TO SCOT E. MCKAY, HIS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INGRESS AND EGRESS TO CONSTRUCT, MAINTAIN AND OPERATE A PRIVATE ROAD, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 50 FEET OF LOTS 4, 5 AND 6 IN NICK KINDLEIN SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1960 AS DOCUMENT 1085174, IN BOOK 36 OF PLATS, PAGE 61, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. ROUTE 41 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHERLY BOUNDARY OF SAID LAND AND RUNNING NORTHERLY TO THE NORTHERLY BOUNDARY OF THE CURB CUT GRANTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, TOGETHER WITH A PERPETUAL EASEMENT FOR CONSTRUCTION, MAINTENANCE AND REPAIR OF A SIGN PURSUANT TO SAID INSTRUMENT AND AN EASEMENT FOR UTILITIES (INCLUDING SEWER LINE) AND INGRESS AND EGRESS OVER THE TWENTY FOOT STRIP OF LAND LYING WESTERLY OF AND ADJOINING SAID LOTS, AS RESERVED IN DEED RECORDED AS DOCUMENT 3601401.

PARCEL 11: EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER THE NORTHERLY 743.40 FEET OF THE EASTERLY 20 FEET OF A STRIP OF LAND 155 FEET WIDE EAST OF AND ADJOINING THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AND SOUTHERLY OF THE SOUTH RIGHT OF WAY LINE OF ELM ROAD, AS CONTAINED IN INSTRUMENTS RECORDED AS DOCUMENTS 3017875, 3498940 AND RE-RECORDED AS 3546271, IN LAKE COUNTY, ILLINOIS.

1400 S. Skokie Highway, Lake Forest, IL

Tax Parcel No. 16-09-302-007  
 16-09-302-008  
 16-09-300-029  
 16-09-300-005  
 16-09-300-018  
 16-09-300-019  
 16-09-300-023  
 16-09-300-024  
 16-09-300-025  
 16-09-300-027

# UNOFFICIAL COPY

## EXHIBIT F

### LEGAL DESCRIPTION

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Old Orchard

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 IN THE PLAT OF SUBDIVISION OF LOCK UP OLD ORCHARD SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED MARCH 22, 2004 AS DOCUMENT 0408227126.

PARCEL 2

ACCESS EASEMENT IN FAVOR OF PARCEL 1 PURSUANT TO SHARED ACCESS EASEMENT AGREEMENT DATED AS OF MARCH 22, 2004 AND RECORDED MARCH 22, 2004 AS DOCUMENT 0408227122 BY AND BETWEEN VILLAGE OF SKOKIE, LOCK UP OLD ORCHARD, L.L.C. AND CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1963 AND KNOWN AS TRUST NUMBER 45839.

PARCEL 3:

STORM SEWER EASEMENT IN FAVOR OF PARCEL 1 PURSUANT TO STORM SEWER EASEMENT AGREEMENT DATED AS OF JULY 19, 2004 AND RECORDED JULY 30, 2004 AS DOCUMENT 0421219031 BY AND BETWEEN CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1963 AND KNOWN AS TRUST NUMBER 45839 AND LOCK UP OLD ORCHARD, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY.

5250 Golf Road, Skokie, IL

Tax Parcel No. 10-09-315-003 through 016

10-09-314-019

10-09-314-035

10-09-314-037

# UNOFFICIAL COPY

## EXHIBIT G

### LEGAL DESCRIPTION

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Northfield Self-Storage- Northbrook

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THE NORTH 5-1/2 ACRES OF LOT 6 IN ASSESSOR'S DIVISION (EXCEPT RAILROADS) OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF A LINE, 110.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22) EXCEPT THE EAST 780.83 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS;

ALSO KNOWN AS LOT 1 IN NORTHFIELD SELF STORAGE CENTERS SUBDIVISION OF PART OF LOT 6 IN ASSESSOR'S SUBDIVISION OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1994 AS DOCUMENT 04045479, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 20.00 FEET OF THE NORTH 119.40 FEET OF A TRACT OF LAND DESCRIBED AS:

THE EAST 780.83 FEET OF THE NORTH 5-1/2 ACRES OF LOT 6 IN ASSESSOR'S DIVISION (EXCEPT RAILROADS) OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF A LINE, 110.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22) ACCORDING TO THE EASEMENT AGREEMENT RECORDED JULY 21, 1994 AS DOCUMENT 94637315, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE

EXECUTED BY JOHN SPELLMAN AKA JAMES G. SPELLMAN AND VIRGINIA M. SPELLMAN AS LESSOR, AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1976 KNOWN AS TRUST NUMBER 1068594, AS LESSEE, DATED NOVEMBER 10, 1976 A MEMORANDUM OF LEASE WAS RECORDED JANUARY 13, 1977 AS DOCUMENT 23778773 WHICH LEASE DEMISES THE LAND DESCRIBED FOR A TERM OF YEARS BEGINNING NOVEMBER 10, 1976 AND ENDING NOVEMBER 10, 2001, WHICH ESTATE WAS ASSIGNED TO NORTHFIELD SELF STORAGE CENTERS, L.L.C. BY ASSIGNMENT OF LEASE DATED MAY 28, 2003 AND RECORDED MAY 28, 2003 AS DOCUMENT NUMBER 0314844057, AND WHICH LEASE WAS EXTENDED BY MEMORANDUM OF LEASE EXTENSION AGREEMENT DATED MAY 20, 2003 AND RECORDED MAY 28, 2003 AS DOCUMENT NUMBER 0314844056, WHICH EXTENTION DEMISES THE LAND DESCRIBED FOR A TERM OF YEARS BEGINNING SEPTEMBER 30, 2001 AND TERMINATING NOVEMBER 30, 2011:



# UNOFFICIAL COPY

Northbrook Self-Storage- Northbrook

THE EAST 780.83 FEET OF THE NORTH 5 1/2 ACRES OF LOT 6 IN ASSESSORS DIVISION (EXCEPT RAILROAD) OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF A LINE 110 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22), IN COOK COUNTY, ILLINOIS.

2600 Old Willow Road, Northbrook, IL

Tax Parcel No. 04-22-201-014-0000  
04-22-201-018-0000

Property of Cook County Clerk's Office

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## EXHIBIT H

### LEGAL DESCRIPTION

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Northfield

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS,  
COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

LOT 1 IN LOCK UP NORTHFIELD PLAT OF CONSOLIDATION OF PART OF THE  
NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 42  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS , ACCORDING TO THE PLAT THEREOF RECORDED APRIL  
16, 1996 AS DOCUMENT NUMBER 96283161

800 Frontage Road, Northfield, IL

Tax Parcel No. 04-13-401-027-0000

# UNOFFICIAL COPY

## EXHIBIT I

### LEGAL DESCRIPTION

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Armitage

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK 1, EXCEPT THE SOUTH 53.00 FEET OF LOTS 44 TO 50, BOTH INCLUSIVE (NOW VACATED) IN B. F. JACOBS' SUBDIVISION OF BLOCK 2 OF W. S. JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, Range 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE WESTERLY ALONG THE NORTHERLY LINE OF BLOCK 1, A DISTANCE OF 190.51 FEET TO THE PLACE OF BEGINNING OF THE LINE TO BE DESCRIBED HEREIN; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 74 DEGREES, 25 MINUTES, 58 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 19.26 FEET; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 16 DEGREES, 10 MINUTES, 49 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 105.39 FEET; THENCE WESTERLY ALONG THE CENTER LINE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 32 MINUTES, 29 SECONDS AS MEASURED TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 8.95 FEET TO THE WESTERLY FACE OF SAID MASONRY WALL; THENCE SOUTHERLY ALONG SAID WESTERLY FACE, BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 20 MINUTES, 58 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 87.66 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY FACE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 32 MINUTES, 08 SECONDS, AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 0.34 OF A FOOT; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 29 MINUTES, 18 SECONDS, AS MEASURED TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 53.11 FEET MORE OR LESS TO THE SOUTHERLY LINE OF BLOCK 1 AFORESAID, AT A POINT 36.46 FEET WESTERLY OF THE WEST LINE OF SAID LOT 44 AND WHICH LIES EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 1, A DISTANCE OF 334.10 FEET TO THE PLACE OF BEGINNING OF THE LINE TO BE DESCRIBED HEREIN; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF A MASONRY WALL, A LINE WHICH FORM AN ANGLE OF 74 DEGREES, 22 MINUTES, 24 SECONDS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 19.0

# UNOFFICIAL COPY

FEET; THENCE SOUTHERLY ALONG THE CENTER LINE OF MASONRY WALL BEING A LINE WHICH FORMS AN ANGLE OF 16 DEGREES, 13 MINUTES, 11 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 106.21 FEET TO THE SOUTHERLY FACE OF A MASONRY WALL; THENCE WESTERLY ALONG SAID SOUTHERLY FACE BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 24 MINUTES, 25 SECONDS MEASURED TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 6.30 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES, 35 MINUTES, 35 SECONDS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 140.34 FEET TO THE SOUTHERLY LINE BLOCK 1 AFORESAID AT A POINT 177.34 FEET WESTERLY OF THE WEST LINE OF SAID LOT 44, ALL IN BLOCK 1 IN B. F. JACOBS' SUBDIVISION OF BLOCK 2 AFORESAID ALL IN COOK COUNTY, ILLINOIS.

2525 W. Armitage Avenue, Chicago, Illinois

Tax Parcel No. 13-36-403-018

Property of Cook County Clerk's Office

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## EXHIBIT J

### LEGAL DESCRIPTION

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# UNOFFICIAL COPY

Lisle

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF DUPAGE AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 2 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF 584.10 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST A DISTANCE OF 400.00 FEET TO THE I POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE / OF 166.6 FEET; THENCE NORTH 08 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF / 545.1 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF 315.5 FEET TO THE SOUTH RIGHT OF WAY OF UNITED STATES ROUTE NUMBER 34 (OGDEN AVENUE AS NOW PLATTED AND RECORDED); THENCE SOUTH 80 DEGREES 21 MINUTES 30 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF UNITED STATES ROUTE NUMBER 34, AS NOW PLATTED AND RECORDED, A DISTANCE OF 254.6 FEET; THENCE SOUTHERLY TO THE POINT OF BEGINNING EXCEPTING THEREFROM THE SOUTH 300.00 FEET MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY AND ALSO EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 00 DEGREES 43 MINUTES 06 SECONDS EAST (DEED - SOUTH 01 DEGREES 18 MINUTES 30 SECONDS EAST), ALONG THE EASTERLY LINE OF SAID PROPERTY, 12.13 FEET; THENCE SOUTH 83 DEGREES 32 MINUTES 53 SECONDS WEST, 131.43 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID OGDEN AVENUE, BEING 133.19 FEET SOUTHWESTELY OF SAID NORTHEAST CORNER; THENCE NORTH 78 DEGREES 20 MINUTES 58 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY OF OGDEN AVENUE, 133.19 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

431 Ogeden Avenue, Lisle, IL

Tax Parcel No. 08-02-405-016



# UNOFFICIAL COPY

## EXHIBIT K

### LEGAL DESCRIPTION

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Kinzie

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS,  
COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 9, 10, 11, 12, 13 AND 14 IN BLOCK 2 IN BUTLER, WRIGHT AND  
WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST  
1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AGREEMENT  
MADE BY AND BETWEEN CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY  
COMPANY AND THE NATIONAL ENAMELING AND STAMPING COMPANY  
DATED OCTOBER 27, 1904 AND RECORDED AS DOCUMENT 3636093 TO  
ERECT A BUILDING IN PART SUPPORTED BY A FOUNDATION, WHICH MAY  
BE CONSTRUCTED AND STAND ON A PORTION OF THE FOLLOWING  
DESCRIBED LAND, LYING WEST OF AND ADJOINING PARCEL 1:

THAT PART OF BLOCK 8, LYING SOUTH OF THE ALLEY IN ASSESSORS  
DIVISION OF PART, (SOUTH OF ERIE STREET AND EAST OF CHICAGO RIVER)  
OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

350 W. Kinzie Street, Chicago, IL

Tax Parcel No. 17-09-256-002-0000

17-09-256-003-0000