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Date: 12/29/2005 11:34 AM Pg: 1 of 14

ASSIGNMENT OF LEASES AND RENTS

INLAND WESTERN HINSDALE OGDEN, L.L.C., a
Delaware limited liability company, as assignor
(Borrower)

to

NOMURA CFEDIT & CAPITAL, INC., as assignee
(Lender)

Borrower's Organization No.: 3991045
Borrower's Federal Identification No.: 20-3059685

Dated: As of December 16th, 2005
Location: Wild Oats Market
500 East Ogden Avenue
Hinsdale, Illinois 60521

County: Cook County and
DuPage County

PREPARED BY AND UPON RECORDATION RETURN TO:

Cassin Cassin & Joseph LLP
711 Third Avenue, 20th Floor
New York, New York 10017
Attn: Carol M. Joseph, Esq.

Box 400-CTCC

for 78801 DEPT 2003

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THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") made as of the 16th day of December, 2005, by **INLAND WESTERN HINSDALE OGDEN, L.L.C.**, a Delaware limited liability company, as assignor, having its principal place of business at 2901 Butterfield Road, Oak Brook, Illinois 60523 ("**Borrower**"), to **NOMURA CREDIT & CAPITAL, INC.**, a Delaware corporation, as assignee, having an address at Two World Financial Center, Building B, New York, New York 10281 ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Borrower has agreed to borrow from Lender the sum of **SEVEN MILLION FOUR HUNDRED SIXTY-NINE THOUSAND AND NO/100 DOLLARS (\$7,469,000.00)** (the "**Loan**") as evidenced by that certain Promissory Note dated the date hereof made by Borrower to Lender (such Note, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to as the "**Note**"). The final payment of the Note is due on or before **January 11, 2031**.

WHEREAS, Borrower desires to secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE I

ASSIGNMENT

Section 1.1. Property Assigned. Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future leases, subleases, subsubleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "**Property**") and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") together with any extension, renewal or replacement of the same, this

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Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The leases described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b), together with all other present and future leases and present and future agreements and any extension or renewal of the same are collectively referred to as the "**Leases**".

(c) **Rents**. All rents, additional rents, revenues, income, issues and profits arising from the Leases and renewals and replacements thereof and any cash or security deposited in connection therewith and together with all rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Property whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**").

(d) **Bankruptcy Claims**. All of Borrower's claims and rights (the "**Bankruptcy Claims**") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) **Lease Guaranties**. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "**Lease Guaranty**", collectively, the "**Lease Guaranties**") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "**Lease Guarantor**", collectively, the "**Lease Guarantors**") to Borrower.

(f) **Proceeds**. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) **Other**. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) **Entry**. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) **Power of Attorney**. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(j) **Other Rights and Agreements**. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

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ARTICLE II

TERMS OF ASSIGNMENT

Section 2.1. Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties. Borrower shall hold the Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2. Notice to Lessees. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3. Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE III

REMEDIES

Section 3.1. Remedies of Lender. Upon or at any time after the occurrence and during the continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all

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expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (1) complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (4) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3. Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4. Non-Waiver. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan

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Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5. Bankruptcy. (a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE IV

NO LIABILITY, FURTHER ASSURANCES

Section 4.1. No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease guaranty or otherwise impose any obligation upon Lender. **LENDER SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY BORROWER RESULTING FROM LENDER'S FAILURE TO LET THE PROPERTY AFTER AN EVENT OF DEFAULT OR FROM ANY OTHER ACT OR OMISSION OF LENDER IN MANAGING THE PROPERTY AFTER AN EVENT OF DEFAULT UNLESS SUCH LOSS IS CAUSED BY**

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THE WILLFUL MISCONDUCT AND BAD FAITH OF LENDER. LENDER SHALL NOT BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY UNDER THE LEASES OR ANY LEASE GUARANTIES OR UNDER OR BY REASON OF THIS ASSIGNMENT AND BORROWER SHALL, AND HEREBY AGREES TO, INDEMNIFY LENDER FOR, AND TO HOLD LENDER HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED UNDER THE LEASES, ANY LEASE GUARANTIES OR UNDER OR BY REASON OF THIS ASSIGNMENT AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER, INCLUDING THE DEFENSE OF ANY SUCH CLAIMS OR DEMANDS WHICH MAY BE ASSERTED AGAINST LENDER BY REASON OF ANY ALLEGED OBLIGATIONS AND UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN THE LEASES OR ANY LEASE GUARANTIES, EXCEPT TO THE EXTENT THAT SUCH LIABILITY, LOSS OR DAMAGE IS DUE SOLELY TO LENDER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Mortgage encumbering the Property and the other Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Mortgage encumbering the Property and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3. Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

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ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3. General Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note, the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement, the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.5. Governing Law. THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED AND APPLICABLE FEDERAL LAWS.

Section 5.6. Termination of Assignment. Upon payment in full of the Debt, this Assignment shall become and be void and of no effect.

Section 5.7. Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

Section 5.8. Waiver of Trial by Jury. BORROWER AND LENDER EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY

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JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 5.9. Exculpation. The provisions of Section 9.4 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.10. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.11. Headings, Etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

BORROWER:

INLAND WESTERN HINSDALE OGDEN, L.L.C., a Delaware limited liability company

By: **INLAND WESTERN RETAIL REAL ESTATE TRUST, INC.**, a Maryland corporation, Its Sole Member

By: 
Name: VALERIE MEDINA
Title: ASSISTANT SECRETARY

Property of Cook County Clerk's Office

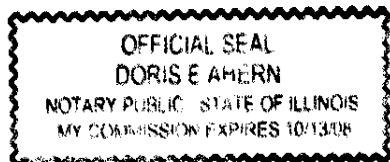
ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF DUPAGE

This instrument was acknowledged before me this 15th day of December, 2005, by VALERIE MEDINA, as Assistant Secretary of **INLAND WESTERN RETAIL REAL ESTATE TRUST, INC.**, a Maryland corporation, the sole member of **INLAND WESTERN HINSDALE OGDEN, L.L.C.**, a Delaware limited liability company, on behalf of such entities.


Notary Public, State of Illinois

My Commission Expires:
10-13-08



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EXHIBIT A

LEGAL DESCRIPTION



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LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF BLOCK 1 INCLUDING THE EASTERLY AND WESTERLY 20 FOOT PUBLIC ALLEY RUNNING THROUGH SAID BLOCK IN JEFFERSON GARDENS, A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1929 AS DOCUMENT 10457275, WHICH LIES SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF LOT 1 IN SAID BLOCK, 13.42 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 1 (AS MEASURED ALONG SAID WESTERLY LINE OF LOT 1); THENCE EASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE NORTH AND SOUTH CENTER LINE OF LOT 10 IN SAID BLOCK, SAID POINT BEING 46.90 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 10 (AS MEASURED ALONG THE AFORESAID NORTH AND SOUTH CENTER LINE); THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 12 IN SAID BLOCK, 68.90 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID LOT 12 (AS MEASURED ALONG THE EASTERLY LINE OF SAID LOT); THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 474 FEET AND A CENTRAL ANGLE OF 32 DEGREES, TO ITS INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 21 IN SAID BLOCK AT A POINT 11 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 21 (AS MEASURED ALONG THE EASTERLY LINE OF SAID LOT) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PART OF LOTS 1 AND 2 IN HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EASTERLY 105.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH ON THE EAST LINE OF LOT 1, 132.7 FEET; THENCE WEST AT 90 0 DEGREES, 0 MINUTES, 0 SECONDS TO THE LAST MENTIONED CORNER 103.70 FEET TO THE WEST LINE OF LOT 2; THENCE SOUTH ALONG THE WEST LINE OF LOT 2, 151.02 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922 AS DOCUMENT 155000, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF BLOCK 1 INCLUDING THE EASTERLY AND WESTERLY 20 FOOT PUBLIC ALLEY RUNNING THROUGH SAID BLOCK 1 IN JEFFERSON GARDENS, A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1929 AS DOCUMENT 10457275, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE SOUTH 2 DEGREES 15 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 1 A DISTANCE OF 13.42 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 294, ACCORDING TO THE QUIT CLAIM DEED RECORDED OCTOBER 6, 1960 AS DOCUMENT 17983344; THENCE NORTH 84 DEGREES 39 MINUTES 42 SECONDS EAST (MEASURED NORTH 86 DEGREES, 54 MINUTES, 40 SECONDS EAST) ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE, 93.49 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OGDEN AVENUE (US ROUTE 34) ACCORDING TO QUIT CLAIM DEED RECORDED JANUARY 20, 1961 AS DOCUMENT 18073476, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 24 MINUTES 45 SECONDS EAST (MEASURED NORTH 79 DEGREES, 58 MINUTES, 54 SECONDS EAST) ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE (US ROUTE 34) A DISTANCE OF 199.61 FEET; THENCE SOUTH 83 DEGREES 13 MINUTES 11 SECONDS EAST (MEASURED SOUTH 81 DEGREES, 5 MINUTES, 31 SECONDS EAST), 73.53 FEET, TO THE BEGINNING OF A 442.67 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE, WHICH BEARS SOUTH 9 DEGREES 21 MINUTES 41 SECONDS WEST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE, THAT HAS A CENTRAL ANGLE OF 28 DEGREES 46 MINUTES 12 SECONDS, A DISTANCE OF 222.28 FEET (MEASURED 222.23 FEET) TO THE EAST LINE OF SAID BLOCK 1; THENCE SOUTH 2 DEGREES 15 MINUTES 11 SECONDS EAST (MEASURED SOUTH 0 DEGREES, 0 MINUTES, 0 SECONDS EAST), ALONG THE SAID EAST LINE, 64.76 FEET (MEASURED 65.49 FEET) TO THE POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 294 ACCORDING TO QUIT CLAIM DEED RECORDED OCTOBER 6, 1960 AS DOCUMENT 17983344, SAID POINT OF INTERSECTION, ALSO BEING A POINT ON A 474.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE WHICH BEARS SOUTH 44 DEGREES 47 MINUTES 24 SECONDS WEST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, ALSO BEING THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 294, HAVING A CENTRAL ANGLE 32 DEGREES 30 MINUTES 30 SECONDS, A DISTANCE OF 268.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 294, ACCORDING TO QUIT CLAIM DEED RECORDED OCTOBER 6, 1960 AS DOCUMENT 17983344; THENCE NORTH 83 DEGREES 11 MINUTES 44 SECONDS WEST (MEASURED NORTH 80 DEGREES, 56 MINUTES, 26 SECONDS WEST) ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 66.26 FEET; THENCE SOUTH 84 DEGREES 39 MINUTES 42 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 173.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4: INTENTIONALLY OMITTED

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR PURPOSES OF INGRESS, EGRESS AND PARKING OVER AND UPON CERTAIN PORTIONS OF THE FOLLOWING DESCRIBED REAL ESTATE, WHICH WAS RECORDED SEPTEMBER 14, 1999 AS DOCUMENT R1999197236:

LOTS 3, 4 AND 5 IN HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE

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NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922 AS DOCUMENT 155000, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 6:

THAT PORTION OF JUSTINA STREET AND BOBOLINK DRIVE AS LAID OUT IN JEFFERSON GARDENS BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1929, AS DOCUMENT NO. 10457275, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 21 IN BLOCK 1 OF SAID JEFFERSON GARDENS; THENCE NORTH 02 DEGREES 14 MINUTES 20 SECONDS WEST 74.31 FEET, ALONG THE EASTERLY LINE OF SAID LOT 21 IN BLOCK 1; THENCE SOUTH 51 DEGREES 51 MINUTES 08 SECONDS EAST 29.78 FEET; THENCE SOUTH 46 DEGREES 26 MINUTES 40 SECONDS EAST 61.42 FEET; THENCE SOUTH 46 DEGREES 35 MINUTES 52 SECONDS EAST 3.68 FEET, TO A POINT ON THE WESTERLY LINE OF LOT 1 IN BLOCK 4 IN JEFFERSON GARDENS EXTENDED NORTH; THENCE SOUTH 02 DEGREES 14 MINUTES 20 SECONDS EAST 90.54 FEET, ALONG SAID NORTH EXTENSION AND THE WESTERLY LINE OF LOT 1 IN BLOCK 4, TO A POINT 29.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 4; THENCE NORTH 40 DEGREES 06 MINUTES 20 SECONDS WEST 78.00 FEET; THENCE NORTH 63 DEGREES 30 MINUTES 55 SECONDS WEST 36.63 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF JUSTINA STREET AT A POINT 15.82 FEET SOUTH OF SAID SOUTHEAST CORNER OF LOT 21 IN BLOCK 1; THENCE NORTH 64 DEGREES 11 MINUTES 15 SECONDS WEST 32.21 FEET, TO A POINT ON A CURVE ON THE SOUTHERLY LINE OF SAID LOT 21 IN BLOCK 1, AT A POINT 28.44 FEET WESTERLY OF SAID SOUTHEAST CORNER OF LOT 21 IN BLOCK 1; THENCE NORTHEASTERLY 28.44 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 602.58 FEET, THE CHORD OF SAID CURVE BEARS NORTH 86 DEGREES 24 MINUTES 32 SECONDS EAST 28.44 FEET, ALONG SAID SOUTHERLY LINE OF LOT 21 IN BLOCK 1, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

*Cook County Pins
18-06/01 035/038*