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RECORDING COVER SHEET

ASSIGNMENT OF LEASES AND RENTS

OF COURTS

OF COURTS FREEDOM TITLE CORP.



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ASSIGNMENT OF LEASES AND RENTS

1325 S. State LLC, an Illinois limited liability company COO CONTY (Borrower)

to

MidFirst Bank, a federally chartered savings association (Lender)

Dated: April 21, 2006

Location:

1347 South State Street

Chicago, Cook County. Illinois 750/1/100

Loan No.:

934430

PREPARED BY, RECORD AND RETURN TO:

MidFirst Bank, a federally chartered savings association MidFirst Plaza P.O. Box 26750 Oklahoma City, Oklahoma 73126

GR 6708223

FREEDOM TITLE CORP.

Assignment of Leases Last revised 1/17/06

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THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of April ____, 2006, by 1325 S. State LLC, an Illinois limited liability company ("Borrower"), having its principal place of business at 828 South Wabash Avenue, Suite 200, Chicago, Illinois 60605 to MidFirst Bank, a federally chartered savings association ("Lender"), having a mailing address at MidFirst Plaza, P.O. Box 26750, Oklahoma City, Oklahoma 73126.

RECITALS:

THAT Borrower for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and absolutely and unconditionally assigns to Lender Borrower's entire interest in and to all current and future leases, reciprocal easement agreements and other agreements (together with any extensions or renewals of the same without further or supplemental assignment), now or hereafter made and affecting the use, enjoyment, or occupancy of all or any part of that certain real property more particularly descrited in Exhibit A attached hereto and made a part hereof, together with the buildings, structures, fixture, additions, enlargements, extensions, modifications, repairs, replacements and improvements now of hereafter located thereon (hereinafter collectively referred to as the "Mortgaged Property"), all of the same being hereinafter collectively referred to as the "Leases";

TOGETHER WITH all rerts (including, without limitation, percentage rents), income, issues, revenues, proceeds and profits arising from the Leases and all rents, income, issues, revenues, proceeds and profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Mortgaged Property (hereinafter collectively referred to as the "Rents").

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

- 1. <u>Indebtedness Secured</u>. This Assignment is made for the purposes of securing:
- (a) The payment of the Debt (hereinafter defined), including, without limitation, the principal sum, interest and all other sums evidenced by that certain Promissory Note (the "Note") executed by Borrower contemporaneously with this Assignment and payable to the order of Lender.
- (b) The performance and discharge of each and every obligation, covenant and agreement of Borrower contained herein, in the Note, in the Security Instrument (as defined in the Note) and in any of the Other Security Documents (as defined in the Note).
- Borrower's Warranties. Borrower warrants that: (I) Borrower is the sole owner of the entire lessor's interest in the Leases; (ii) the Leases are in all material respects valid and enforceable and have not been altered, modified or amended in any manner since copies of same were last delivered to Lender; (iii) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (iv) none of the Rents have been collected for more than one (1) month in advance; (v) Borrower has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Mortgaged Property; (vi) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; (vii) to the best of Borrower's knowledge, there exist no offsets or defenses to the payment of any portion of the Rents; and (viii) other than Leases for all or any part of the Mortgaged Property for residential purposes, for congregate care services or for mini-warehouse storage rentals where such storage rental is less than ten percent (10%) or more of the rentable square footage of such storage facility (collectively "Residential Leases"), true and

correct copies of all Leases in existence as of the date of this Assignment were delivered to Lender prior to the execution of this Assignment.

- Present and Absolute Assignment. Borrower does hereby absolutely and unconditionally assign to Lender all of Borrower's right, title and interest in all current and future Leases and Rents, it being intended by Borrower that this Assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Nothing herein shall be construed to bind Lender to the performance of any of the covenants, conditions, or provisions contained in any of the Leases or otherwise to impose any obligation upon Lender. Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance satisfactory to Lender, as Lender may hereinafter require to further evidence and confirm this Assignment. Lender is hereby granted the right to enter the Mortgaged Property for the purpose of enforcing Lender's interest in the Leases and the Rents, this Assignment constituting a present, absolute and unconditional assignment of the Leases and Rents. Nevertheless, subject to the terms hereof, Lender grants to Borrower a revocable license to operate and manage the Mortgaged Property and to collect the Rents. Borrower shall hold the Rents for use in the payment of all current sums due on the Debt and reasonable and customary expenses incurred in operating the Mortgager? Property. Upon an Event of Default (as defined in the Security Instrument). the license granted to Borrower herein shall be automatically terminated and Lender shall be immediately entitled to receive and apply all Rorto, provided Lender takes actual or constructive possession or control of the Mortgaged Property. Lender is hereby granted the right, at its option, upon the termination of the license granted Borrower herein to enter upon the Mortgaged Property in person, by agent or by courtappointed receiver to collect the Rents. Any Rents collected after the termination of the license herein granted may be applied toward payment of the Debt in such order and manner as Lender, in its sole and absolute discretion, shall deem proper.
- Performance of Leases. With respect to all Leases, Borrower shall: (i) observe and perform all the obligations imposed upon Borrower as landord; (ii) not do or permit to be done anything to impair the value of any of the Leases as security for the Debt; (iii) other than Residential Leases, promptly send to Lender copies of all notices of default which Forrower shall send or receive thereunder; (iv) enforce utilizing commercially reasonable efforts all of the material terms, covenants and conditions which are to be performed by any tenant, short of termination thereci: (v) not collect any of the Rents more than one (1) month in advance; (vi) not execute any other assignment of Borrower's interest in any of the Leases or the Rents; (vii) execute and deliver at the request of Lender all such further assurances, confirmations and assignments in connection with the Mortgaged Property as Lender shall from time to time require; and (viii) not extend any Lease or enter into any new or renewal Lease affecting the Mortgaged Property except as allowed pursuant to this Assignment. With respect to any Lease, any agreement to pay leasing commissions: (i) shall provide that the obligation to pay such commissions will not be enforceable against any party other than the party who entered into such agreement, (ii) shall be subordinate to the Security Instrument, and (iii) shall not be enforceable against the Lender. Lender shall be furnished with evidence from Borrower within five (5) days from the date of demand, that the provisions of the preceding sentence have been satisfied.

5. Acts Requiring Lender's Approval.

(a) Borrower shall obtain Lender's approval of any proposed lease or sublease of the Mortgaged Property or any portion thereof entered into after the date of this Assignment which: (i) alone or together with other leases or subleases to a given tenant and its affiliates, demises more than 10,000 net rentable square feet of the Mortgaged Property, or (ii) has a primary term of five (5) years or more (such leases or subleases are called "Lender Approval Leases"). Borrower shall also obtain Lender's prior written approval of any assignment of a Lender Approval Lease or sublease thereunder, or any

modification of a Lender Approval Lease or other agreement entered into with respect to a Lender Approval Lease after the date of this Assignment which has the effect of (i) terminating the lease. (ii) reducing (or effectively reducing by means of rent concessions, rent-free occupancy periods or the granting of tenant improvement allowances) the amounts payable under or term of the lease, (iii) granting any options to purchase, renew or terminate or any rights of first refusal, (iv) allowing a different use of the leased premises, or (v) diminishing the landlord's rights under the lease, increasing the landlord's obligations under the lease or otherwise materially affecting the value of the lease as security for the Loan. Borrower may lease all portions of the Mortgaged Property, other than those which are or will become subject to Lender Approval Leases, to third parties in the ordinary course of business for such rentals and on such other terms as are generally available in similar projects in the metropolitan Chicago area. All tenant leases shall comply with the requirements set forth in paragraph 4 of the Loan Commitment However, to the extent such Loan Commitment is inconsistent with the terms of this Assignment, the terms of this Assignment shall control. All future leases shall be for a minimum primary term of three years shall be with bona fide, arm's-length tenants and shall not contain any rental or other concessions and s'all provide for standard triple net tax, insurance and other operating expense passthroughs; any future proposed lease that does not meet the foregoing criteria shall constitute an additional Lender Approval Lease, which requires Lender's prior written approval. Lender's approval of Lender Approval Leases shall not be unreasonably withheld, but may reasonably be based upon the proposed tenant's or subtenant's creditworthiness, experience, management, proposed use, character, reputation and/or such other factors as a landlord may consider relevant in deciding whether to lease property to a particular tenant. Any Lender Approval Lease must be submitted to Lender, together with such financial and other information as Lender may request to enable Lender to evaluate the creditworthiness of the proposed tenant, for Lender's review in acceptance with Lender's customary underwriting standards for similar leases, tenants and properties. In any instance where the Borrower requests in writing Lender's prior written approval under this Section 5, the Lender shall, provided no Event of Default has occurred, act upon such written request within ten days from the date such request is received provided such request, (i) includes the following language prominently displayed at the top and on the cover of the request: [ALL CAPS, BOLDFACE, 14 PT. TYPE OR LARGER] "IMMEDIATE RESPONSE REQUIRED, CONSENT DEEMED GIVEN IF NO RESUONSE WITHIN TEN DAYS", (ii) the request is accompanied by any proposed lease or proposed lease modification, and (iii) the request is accompanied by such sufficient additional information regarding the applicable tenant and any lease guarantor as Lender shall reasonably request or require to make an inforced decision (a "Complete Request"). Notwithstanding the foregoing, provided no Event of Default has occurred, the Borrower may terminate a Lease at the Mortgaged Property without the Lender's consent provided: (A) such lease demises 10,000 or less square feet, and (B) a monetary default has occurred under such Lease.

- (b) Upon Lender's request, Borrower shall deliver to Lender individual estoppel certificates from tenants certifying such factual matters as Lender may reasonably request in a cordance with the terms of the Security Instrument.
- (c) Borrower shall provide to Lender, at the times required under this section 5 above and as required by the Security Instrument, a complete and current certified rent roll, satisfactory to Lender in form and content, with respect to the Mortgaged Property, together with copies of any Leases or subleases (regardless of whether the same constitute Lender Approval Leases) that shall not have previously been provided to Lender.
- 6. Remedies of Lender. Upon or at any time after an Event of Default, Lender may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt: (i) in person or by agent, with or without bringing any action or proceeding, or by a

receiver appointed by a court, take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Lender may deem proper; (ii) with or without taking possession of the Mortgaged Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and (iii) make from time to time all alterations, renovations, repairs or replacements to the Mortgaged Property as Lender deems proper. Lender may apply any Rents obtained by it to the payment of the following in such manner and order as Lender in its sole and absolute discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of securing, managing, operating and maintaining the Mortgaged Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable; all taxes, charges, claims, assessments, water charges, sewer rents and any other liens; premiums for all insurance which Lender may deem necessary or desirable; the cost of all alterations, renovations, repairs or replacements; and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Debt, together with all court costs and attorney fees, receiver fees and all other costs and expenses incurred by Lender. Upon the occurrence of an Event of Default, Lender, at its option, may either require Borrower to pay monthly in accepte to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for tre use and occupation of such part of the Mortgaged Property as may be in possession of Borrower or may require Borrower to vacate and surrender possession of the Mortgaged Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise. Borrower grants to Lender its irrevocable power of attorney, coupled with an interest, to take any and all actions allowed hereunder and any or all other actions designated by Lender for the proper management and preservation of the Mortgaged Property. The exercise by Lender of any particular remedy or right hereunder and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Borrower.

- No Liability of Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Mortgaged Property, after an Event of Default or from any other act or omission of Lender in managing the Mortgaged Property after an Event of Default unless such loss is caused by 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 urder or by reason of this Assignment. Borrower hereby agrees to hold Lender harmless from any and all libility, loss or damage (including attorney fees and the costs of defense) from any and all claims and demands whatsoever asserted against Lender pursuant to the Leases or this Assignment, including, without limitation, any claims or demands related to any alleged obligations or alleged undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Borrower shall reimburse Lender immediately upon demand for the amount of any such liability, loss or damage, the rayment of which shall be secured by this Assignment, by the Security Instrument and by the Other Security Documents. Upon the failure of Borrower to reimburse Lender, Lender may, at its option, declare the atire Debt immediately due and payable. This Assignment shall not obligate or make Lender liable for (i) the control, care, management or repair of the Mortgaged Property, (ii) the carrying out of any of the terms and conditions of the Leases, (iii) any waste committed on the Mortgaged Property by the tenants or any other parties, (iv) any dangerous or defective condition of the Mortgaged Property, including without limitation the presence of any Hazardous Material (as defined in the Environmental Indemnity Agreement executed contemporaneously herewith in favor of Lender), or (v) any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.
- 8. <u>Notice to Tenants</u>. Borrower hereby authorizes and directs all tenants or occupants now or in the future possessing any rights in the Mortgaged Property pursuant to any of the Leases, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Security

Instrument and that a default exists thereunder, under this Assignment, under the Note or under the Other Security Documents, to pay over to Lender all Rents and to continue to do so until otherwise notified by Lender in writing.

- 9. 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.
- 10. 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 prejudice or waive Lender's rights and remedies under the Note, the Security Instrument, or the Other Security Documents. Lender's right to collect the Debt and to enforce any other security held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.
- 11. No traggee-in-Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee-in-possession" or "beneficiary-in-possession" in the absence of the taking of actual possession of the Mortgaged Property by Lender. Borrower hereby expressly waives and releases all claims and liability against Lender in Lender's exercise of its rights and powers hereunder.
- 12. <u>Notices</u>. Except as otherwise specified herein, any notice, consent, request or other communication required or permitted hereinder shall be in writing and shall be deemed properly given if delivered in accordance with the notice requirements contained in the Note.
- 13. <u>Conflict of Terms</u>. In case of any conflict between the terms of this Assignment and the terms of either the Note or the Security Instrument, the terms of the Note and the Security Instrument shall prevail.
- 14. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated or lly, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing sign of by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- otherwise specifically provided herein, words used in this Assignment (including pronouncy) shall include the corresponding masculine, feminine or neuter forms, and the singular form of such words shall include the plural and vice versa. The word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Mortgaged Property or any part thereof or any 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 Security Instrument"; the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority and any other entity; the words "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest therein; and the word "Debt" shall mean all amounts due and payable under the Note, together with all sums due under the Security Instrument and the Other Security Documents, including applicable attorney fees and costs.
- 16. <u>Non-Waiver</u>. 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 (i) 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 Security Instrument, the Note or the Other Security Documents; (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Security Instrument or the Other Security 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 sole and absolute 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.

- 17. Inapplicable Terms, Covenants or Conditions. 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 term, covenant or condition.
- 18. Applicable Law; Jurisdiction. This Assignment shall be governed and construed in accordance with the laws of the state in which the real property encumbered by the Security Instrument is located. Borrower hereby submite to personal jurisdiction in the state courts located in said state and the federal courts of the United States of America located in said state for the enforcement of Borrower's obligations hereunder and waives any and all personal rights under the law of any other state to object to jurisdiction within such state for the purposes of any action, suit, proceeding or litigation to enforce such obligations of Borrower.
- 19. <u>Termination of Assignment</u>. Upon payment in full of the Debt and the delivery and recording of a satisfaction, conveyance or discharge of the Security Instrument duly executed by Lender, this Assignment shall be deemed null and void and of no further effect.
- 20. <u>Successors and Assigns</u>. Lender shall have the right to assign or transfer its rights under this Assignment without limitation. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Lender and any subsequent holder of the Note and beneficiary under the Security Instrument and shall be binding upon Porrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.
- 21. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Assignment.
- 22. WAIVER OF JURY TRIAL. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION IN CONNECTION WITH THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENT OR ANY OF THE OTHER SECURITY DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF BORROWER OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S MAKING OF THE LOAN SECURED BY THE SECURITY INSTRUMENT AND THE OTHER SECURITY DOCUMENTS.

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IN WITNESS WHEREOF, Borrower has executed this Assignment of Leases and Rents to be effective as of the day and year first above written

and day and your first above written.	
	"Borrower"
	1325 S. State LLC,
	an Illinois limited liability company
	D 100
	Name: Wayne I. Chertow
	Title: Manager
	-D . D 1/
	By: Suht. Kup
	Name: Linda R. Karp Title: Manager
	Title: Manager
STATE OF ILLINOIS)	
COLINTY OF COOK	
COUNTY OF COOK	
I, <u>ELAINE A. KLINKOWITZ</u> , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Linda R. Karp, a Manager of 1325 S. State LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.	
GIVEN under my hand and Notarial Seal this de day of April, 2006.	
	Reine a. Klindswitt Notary Public
	My Commission Expires. "OFFICIAL SEAL"
CTATE OF HILDION	ELAINE A. KLINKOWITZ
STATE OF ILLINOIS)) SS	Notary Public, State of Illinois My Commusion Expires Aug. 29, 2008
COUNTY OF COOK)	My Commission Expires Aug. 29, 2000
atoresatu, DO HEREBY CERTIFY, that Wayn	a Notary Public in and for said County, in the State e Chertow, a Manager of 1325 S. State LLC, an Illinois known to me to be the same person whose name is

ne foregoing instrument as such Manager, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of April, 2006.

Notary Public

My Commission Expires:

"OFFICIAL SEAL" **ELAINE A. KLINKOWITZ** Notary Public, State of Illinois My Commission Expires Aug. 29, 2008

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EXHIBIT A Legal Description

The real property situated in the County of Cook, State of Illinois, described as follows:

PARCEL 1: THAT PART OF LOTS 1 TO 7, BOTH INCLUSIVE, AND THAT PART OF A STRIP OF LAND LYING SOUTH OF THE SOUTH LINE OF 13TH STREET AND THE NORTH LINE OF LOT 1, ALL TAKEN AS A TRACT, LYING EAST OF THE EAST LINE OF STATE STREET AS WIDENED, SOUTH OF THE SOUTH LINE OF 13TH STREET, NORTH OF THE SOUTH 31.0 FEET OF SAID TRACT AND WESTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID 13TH STREET, SAID POINT BEING 18.31 FEET EAST OF THE EAST LINE OF STATE STREET AS WIDENED, AS MEASURED ALONG SAID NORTH LINE, TO A POINT IN THE NORTH LINE OF SAID SOUTH 31.0 FEET, SAID POINT BEING 82.95 FEET EAST OF THE EAST LINE OF STATE STREET AS WIDENED, AS MEASURED ALONG SAID NORTH LINE, ALL IN BLOCK 1 IN GARRETT'S SUBDIVISION IN ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL2: THE SOUTH 15 TEET OF LOT 7, LOTS 8, 9, 10 AND 11 IN BLOCK 1 IN THE SUBDIVISION OF GARRETT'S SUBDIVISION IN THE ASSESSORS DIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SALD PREMISES THAT PART THEREOF TAKEN FOR WIDENING OF STATE STREET AND EXCEPT THAT PART LYING EAST OF THE WESTERLY LINE OF PROPERTY CONDEMNED IN CASE NUMBER 40-C-3/2 IN THE CIRCUIT COURT), IN COOK COUNTY, ILLINOIS

PARCEL 3: LOTS 1 TO 5, BOTH INCLUSIVE, IN GURLEY'S RESUBDIVISION OF LOT 8 AND LOT 7 (EXCEPT THE SOUTH 40 FEET) IN SHERMAN, MEKRITT AND HOGAN'S SOUTH TRACT SUBDIVISION BEING BLOCK 10 IN THE ASSESSOR DIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES THAT PART THEREOF TAKEN FOR WIDENING OF STATE STREET AND EXCEPT THAT PART LYING EAST OF THE WESTERLY LDIE OF PROPERTY AS CONDEMNED IN NUMBER 40-C-342 IN CIRCUIT COURT), IN COOK COUNTY, IL PNOIS

PARCEL 4: THE NORTH 1/2 OF LOT 5, ALL OF LOT 6 AND THE SOUTH 40 FEET OF LOT 7 (EXCEPT THAT PART FOR WIDENING OF STATE STREET AND EXCEPT THAT PART LYING EAST OF THE WEST LINE OF PROPERTY AS CONDEMNED IN CASE NUMBER 40-C-342 PA THE CIRCUIT COURT) IN BLOCK 10 IN THE ASSESSORS DIVISION OF THE NORTH 1/2 OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEDIDIAN, ALL IN COOK COUNTY, ILLINOIS

PARCEL 5: THE SOUTH 1/2 OF LOT 5 (EXCEPT THE SOUTH 20 FEET) IN BLOCK 10 LV ASSESSORS DIVISION OF THE NORTHWEST 1/4 (EXCEPT THE STREET AND EXCEPT THE EAST 16.5 TEET) OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Street Address:

1347 South State Street, Chicago, Cook County, Illinois

Property Tax Identification Numbers: 17-22-103-006; 17-22-103-007; 17-22-103-008; 17-22-103-009;

17-22-103-036; 17-22-103-046 and 17-22-103-049