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Doc#: 0618643025 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 07/05/2006 07:10 AM Pg: 1 of 16

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Opens of ASSIGNMENT OF LEASES AND RENTS County Clert's Office

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING MAIL TO:

THACHER PROFFITT & WOOD **50 MAIN STREET** WHITE PLAINS, NEW YORK 10606 ATTN: MELANIE A. CHIEU, ESQ.

Box 400-CTCC

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WILMINGTON ON DREXEL, LLC, as assignor (Borrower)

to

EUROH (PO AG, NEW YORK BRANCH, as assignee (Lender)

ASSIGNMENT OF LEASES AND RENTS

Dated:

As of June $\frac{26}{3}$, 2006

Location:

4901 South Drexel

Chicago, Illinois

County:

Cook

PREPARED BY AND UPON RECORDATION RETURN TO:

Thacher Proffitt & Wood LLP 50 Main Street White Plains, New York 10606 Attention: Melanie A. Chieu, Esq.

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THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 28 day of June, 2006 by WILMINGTON ON DREXEL, LLC, an Illinois limited liability company, as assignor, having its principal place of business at 1771 W. Greenleaf Avenue, Chicago, Illinois 60626 ("Borrower") to EUROHYPO AG, NEW YORK BRANCH, the New York branch of a German banking corporation, as assignee, having an address at 1114 Avenue of the Americas, 29th Floor, New York, New York 10036 ("Lender").

WITNESSETH:

whereas, this Assignment is given in connection with a loan in the principal sum of SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) (the "Loan") made by Lender to Borrower pursuant to that certain Loan Agreement dated as of the date hereof (as the same may be amended, restated replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and evidenced by that certain Promissory Note dated the date hereof made by Borrower to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note");

WHEREAS, the Note is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing dated the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Mortgage") made by Borrower for the binefit of Lender; and

WHEREAS, Borrower desires to further secure the payment of the Debt (as defined in the Loan Agreement) and the performance of ail 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 rathis Assignment:

ARTICLE 1 - ASSIGNMENT

- Section 1.1 <u>Property Assigned</u>. Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower (the "<u>Assigned Property</u>"):
- (a) <u>Leases</u>. All existing and future "leases" and "lease provisions" (as described in <u>Exhibit B</u> annexed hereto and made a part hereof) affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in <u>Exhibit A</u> annexed hereto and made a part hereof, or all or any part of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "<u>Property</u>") 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 Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The "leases" and the "lease provisions" described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b) are collectively referred to as the "Leases".
- part hereof) 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) <u>Bankruptcy Claims</u>. All of Borrower's claims and rights (the "<u>Bankruptcy Claims</u>") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code and to the maximum extent permissible under the Bankruptcy Code and/or all other applicable feocral, state and local laws, the right to reject or confirm Leases in any bankruptcy proceeding of the Borrower or relating to the Property.
- (e) <u>Lease Guaranties</u>. 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 "<u>Lease Guaranty</u>", collectively, the "<u>Lease Guaranties</u>") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "<u>Lease Guarantor</u>", collectively, the "<u>Lease Guarantors</u>") to Borrower.
- (f) <u>PROCEEDS</u>. All proceeds from the sale of other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.
- Borrower as lessor under the Leases and beneficiary under the Lease Graranties, 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 critical to do under the Leases or the Lease Guaranties.
- (h) <u>ENTRY</u>. 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) <u>POWER OF ATTORNEY</u>. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in <u>Section 3.1</u> and <u>3.5</u> of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

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(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.

ARTICLE 2 - TERMS OF ASSIGNMENT

Borrower that this Assignment constitute a present, absolute assignment of the Assigned Property, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and any cash management agreement to which Borrower and lender are parties, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents, as well at other sums due under or arising from the Assigned Property. Borrower shall hold the Rents, as well as all sums received pursuant to or arising from any Assigned Property, 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 ary other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lenger or to such other party as Lender directs all Rents and all sums due under or arising from any Assigned Property upon receipt from Lender of written notice to the effect that Lender is then the houser 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 <u>INCORPORATION BY REFEXENCE</u>. 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 fivily set forth herein.

ARTICLE 3- REMEDIES

REMEDIES OF LENDER. Upon the occurrence of an Event of Section 3.1 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 or arising from any Assigned Property, 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 or arising from all Assigned Property, 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 or arising from any Assigned Property 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 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 four 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 or any related gurrantees, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under or arising from any Assigned Property, (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.

OTHER REMEDIES. Nothing contained in this Assignment and no Section 3.2 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 ter edies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is ruade 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 neld 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 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 <u>OTHER SECURITY</u>. 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.

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NON-WAIVER. The exercise by Lender of the option granted it in Section 3.4 Section 3.1 of this Assignment and the collection of the Rents and sums due under or arising from the Assigned Property 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 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 Low 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 The rights of 1 ender 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 <u>Bankruptcy</u>. (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.
- 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 he obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender domands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Fankruptcy 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 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 <u>No Liability of Lender</u>. 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

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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 the willful misconduct or 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 indemnify Lender for, and 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 ebligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability in amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by an Assignment and by the Mortgage 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 and the other Ioan 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 slal) it operate to make Lender responsible or liable for any waste committed on the Property by the terants 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 <u>No Mortgagee in Possession</u>. 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 <u>Further Assurances</u>. 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.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

Section 5.1 <u>Conflict of Terms</u>. 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. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of this Assignment shall prevail.

Section 5.2 <u>No Oral Change</u>. 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.

GENERAL DEFINITIONS. All capitalized terms not defined herein Section 5.3 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 ared 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" shair 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 (ie)k fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, riel and appellate levels incurred or paid by Lender in protecting its interest in the Property, in: 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 form, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 <u>INAPPLICABLE PROVISIONS</u>. 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.

THIS ASSIGNMENT AND GOVERNING LAW. Section 5.5 OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE GOVERNING LAW STATE (AS DEFINED IN THE LOAN AGREEMENT) APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PANCIPLES OF CONFLICT OF 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 LOAN 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 (IF OTHER THAN THE GOVERNING LAW STATE). ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT SELECTED BY LENDER LOCATED IN THE GOVERNING LAW STATE (OR, IF DIFFERENT, THE STATE WHERE THE PROPERTY IS LOCATED) AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE

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AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

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

NOTICES. All notices or other written communications hereunder Section 5.7 shall be delivered in accordance with Section 11.6 of the Loan Agreement.

WAIVER OF TRIAL BY JURY. BORROWER HEREBY WAIVES, Section 5.8 TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OP 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 OF ACENTS IN CONNECTION THEREWITH.

EXCULPATION The provisions of Section 11.22 of the Loan Section 5.9 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 ard 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. SOME OF THE OR

ARTICLE 6- [RESERVED]

[NO FURTHER TEXT ON THIS PAGE]

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

WILMINGTON ON DREXEL, LLC, an Illinois limited liability company Property of Cook County Clark's Office

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State of	Illinois)
County of	Oook)ss.)

The foregoing instrument was acknowledged before me this 27 day of June, 2006 by Don S. Schein, Manager of Wilmington on Drexel, LLC an Illinois limited liability by Lapany, on .

My commission expires:

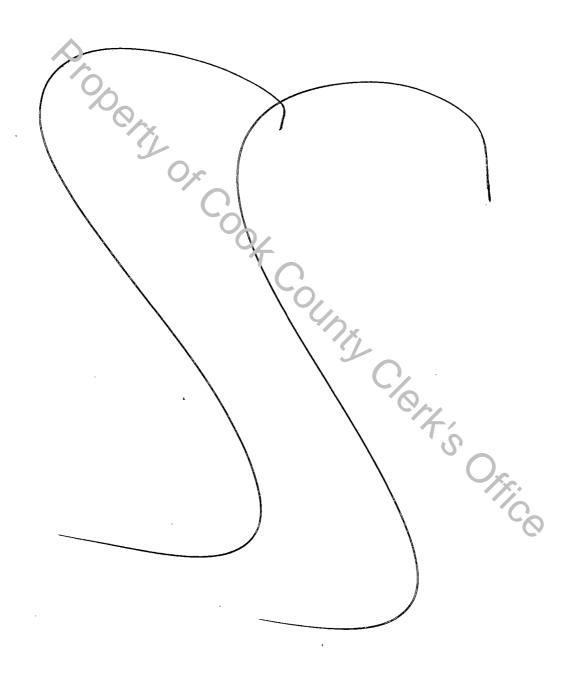
My Con.

My Con. company, on behalf of the limited liability company.

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EXHIBIT A LEGAL DESCRIPTION OF PROPERTY



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Lots 1, 2, 3 and 4 (except the South 48 1/2 feet of said Lot 4) in Sawyer's Resubdivision of Block 5 in Drexel and Smith's Subdivision of the West Half of the Northwest Quarter and the West half of the West half of the Southwest Quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exhib.

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EXHIBIT B

DESCRIPTION OF LEASES AND RENTS

As used in <u>Subsection 1.1(a)</u>, the term "leases" shall mean all leases, subleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession or occupancy of the Property or any part thereof (including, without limitation, guest rooms, restaurants, bars, conference and meeting rooms, and banquet halls and other public facilities), whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the <u>Fanctuptcy</u> Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant or any portion of the Property) and all amendments, modifications, supplements, extensions or renewals thereof, whether now or hereafter existing and all amendments, modifications, supplements, extensions or renewals thereof. As used in <u>Subsection 1.1(a)</u> the term "lease provisions" shall mean the right to enforce, whether at law or in equity or by any other means, all terms, covenants and provisions of the Leases.

As used in Subsection 1.1(c), the term "rents" shall mean all rents, issues, profits, royalties (including all oil and gas or other hydrocarbon substances), earnings, receipts, revenues, accounts, account receivable, security deposits and other deposits (subject to the prior right of the tenants making such deposits) and income, including, vithout limitation, fixed, additional and percentage rents, and all operating expense reimbursements, reimbursements for increases in taxes, sums paid by tenants to Borrower to reimburse Borrower for amounts originally paid or to be paid by Borrower or Borrower's agents or affiliates for which such tenants were liable, as, or example, tenant improvements costs in excess of any work letter, leave takeover costs, moving expenses and tax and operating expense pass-throughs for which a renant is solely liable, parking, maintenance, common area, tax, insurance, utility and service charges and contributions, proceeds of sale of electricity, gas, heating, air-conditioning and other utilities and services, deficiency rents and liquidated damages, and other benefits now or hereafter derived from any portion of the Property or otherwise due and payable or to become due and rayable as a result of any ownership, use, possession, occupancy or operation thereof and/or services rendered, goods provided and business conducted in connection therewith (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupants of any portion of the Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto, now or hereafter, including during any period of redemption, derived from the Property or any portion thereof and all proceeds from the cancellation, surrender, sale or other disposition of the Leases.

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Exhibit A

Lots 1, 2, 3 and 4 (except the South 48 ½ feet of said Lot 4) in Sawyer's Resubdivision of Block 5 in Drexel and Smith's Subdivision of the West Half of the Northwest Quarter and the West half of the West half of the Southwest Quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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