### **UNOFFICIAL COPY**

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Prepared By And When Recorded Return or Mail To:

Nyemaster, Goode, West,

Hansell & O'Brien, P.C.

700 Walnut St., Suite 1600

Des Moines, Iowa 50309

Doo#: 0801618076 Fee: \$46.00

Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 01/16/2008 03:46 PM Pg: 1 of 12

Interpark Corporate Center

Attention: Anthony A. Longnecker, Esq.

Openyor

### ASSIGNMENT OF LEASES, RENTS AND INCOME

THIS ASSIGNMENT OF LEASES, RENTS AND INCOME ("Assignment"), made as of January 6, 2008, by INTERPARK INVESTORS, LLC, an Illinois limited liability company ("Assignor"), with the mailing address of 36.08 W. Catalpa Avenue, Suite 806, Chicago, IL 60656, to AVIVA LIFE AND ANNUITY COMPANY, an Iowa corporation ("Assignee"), with an office located at c/o Aviva Capital Man igement, Inc., 699 Walnut Street, Dept. H-15, Des Moines, Iowa 50309.

#### WITNESSETH:

WHEREAS, Assignor is the owner of certain real property with the buildings and improvements thereon situated in Cook County, Illinois, particularly described in Exhibit "A" annexed hereto and made a part hereof (herein called the "Mortgaged Premises");

WHEREAS, Assignor, concurrently herewith, is executing and delivering to Assignee: (i) a Promissory Note dated as of the date hereof (herein called the "Note") in the amount of FIFTEEN MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$15,250,000.00); and (ii) a First Mortgage, Security Agreement and Fixture Filing dated as of the date hereof (herein called the "Mortgage"); and

WHEREAS, Assignee, as a condition of its loan, has required the execution of this Assignment.

Page 1 of 12

[ASSIGNMENT OF RENTS] Aviva No. 18739

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0801618076 Page: 2 of 12

# **UNOFFICIAL COPY**

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers, bargains, sells, assigns, conveys, and sets over unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to all leases and subleases now affecting or which may hereafter affect the Mortgaged Premises or any part or parts thereof and all guarantees, modifications, renewals and extensions thereof (herein called the "Leases"), and all deposits made or hereafter made in respect of the Leases, together with all of the rents, income, revenues, issues and profits, including without limitation any Lease extension, renewal and termination fees (herein called the "Rents") due and to become due or to which Assignor may now or hereafter become entitled, arising out of the Leases, the Mortgaged Premises or any part thereof.

Upon satisfaction of the obligations secured by the Mortgage (the "Obligations") or a foreclosure sale or deed in Ber of foreclosure, this Assignment shall be and become null and void and the recording of a Release of the Mortgage or other evidence of the release of the Mortgage shall evidence the release of this Assignment; otherwise, this Assignment shall remain in full force and effect.

AND TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

Section 1. Performance of Leases. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any and all Leases to be performed by the landlord thereunder; to observe and compty with all provisions of law applicable to the operation and ownership of the Mortgaged Premises; not to amend or modify, or permit any assignment of, the Leases or permit a sublease of the Mortgaged Premises except in the ordinary course of business on arm's length terms; to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said Leases by the tenants thereunder to be performed; not to borrow against, pledge or assign any Rents, not to anticipate the Rents or reduce the amount of the Rents or other payments under the Leases, and not to waive, excuse, condone or in any manner release or discharge the tenants thereunder or or from the obligations, covenants, conditions and agreements by said tenants to be performed, including the obligation to pay the rental called for thereunder in the manner at the place and time specifical therein; and not to terminate the Leases or accept a surrender thereof except by reasons of expertion of the stated terms of the Leases.

Section 2. Protect Security. At Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor and tenants thereunder, and to pay all costs and expenses of Assignee, including attorneys' fees in a reasonable sum, in any such action or proceeding in which Assignee may appear. Assignor represents and warrants that it is now and will be the absolute owner of the Leases and the Rents with full right and title to assign the same; that there is no outstanding assignment or pledge of the Leases or of the Rents; that no Rents have been waived, anticipated, discounted, compromised or released, except as may be permitted by the Leases; and that the tenants have no defenses, setoffs or counterclaims against

0801618076 Page: 3 of 12

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Assignor. Assignor agrees to use its diligent efforts to keep the Mortgaged Premises fully leased at rentals equivalent to or greater than rentals achieved from comparable properties.

### Section 3. Present Assignment of Rents.

- (a) This Assignment is intended to be and shall constitute a specific, choate and perfected assignment from Assignor to Assignee of all of Assignor's right, title and interest in and to the Leases and Rents, and not an assignment in the nature of a pledge of such Leases and Rents or the mere grant of a security interest therein.
- Event of Default (as defined in the Mortgage) has occurred, Assignor shall have the privilege under a revocable license granted hereby to collect as they become due, but not prior to accrual, all Rents from the Mortgaged Premises and to receive and hold the same. Assignor shall receive and hold such Rents, as well as the privilege and license to receive such Rents, in trust as a fund to be applied, and Assignor hereby covenants and agrees that such Rents shall be so applied, first to the payment of real estate taxes and other lienable assessments imposed upon the Mortgaged Premises, then to the cost of insurance, maintenance and repairs of or with respect to the Mortgaged Premises, then to the satisfaction of Assignor's obligations under the Leases, and then to the payment of interest and principal and other sums becoming due under the Obligations, before retaining and/or disbursing any part of the Rents for any other purpose. Should all or any portion of such Rents be utilized other than as herein provided, Assignor, and all those who participate in such action, shall, immediately from and after the occurrence of an Event of Default without further notice or demand or accertation of the Obligations, be liable to Assignee for conversion.
- Section 4. Remedies. Upon or at any time after the occurrence of an Event of Default, as defined in the Mortgage, Assignee may, at its option, without notice:
- (a) in the name, place and stead of Assignor: (i) enter upon, manage and operate the Mortgaged Premises or retain the services of an independent contractor to manage and operate the same; (ii) make, enforce, modify and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix or modify rentals and enforce all rights of Assignor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment; or
- (b) apply for, and Assignor hereby consents to, the appointment of a receiver of the Mortgaged Premises, whether or not proceedings for the foreclosure of the Mortgage have been commenced, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred.

The exercise of any of the foregoing rights or remedies shall not cure or waive any default under the Mortgage or Note, or invalidate any act done by virtue of such default.

Section 5. <u>Application of Rents.</u> All Rents collected by Assignee, or by a receiver, shall be held and applied, in such order as Assignee may determine:

0801618076 Page: 4 of 12

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- (a) to payment of all reasonable fees of the receiver, if any, approved by the court;
- (b) to the repayment when due of all tenant security deposits, with interest thereon to the extent applicable;
- (c) to payment of all delinquent or current real estate taxes and special assessments payable with respect to the Mortgaged Premises, or if the Mortgage requires periodic escrow payments for such taxes and assessments, to the escrow payments then due;
- (d) to payment of all premiums then due for the insurance required by the provisions of the Mortgage, or if the Mortgage requires periodic escrow payments for such premiums to the escrow payments then due;
- (e) to payment of expenses incurred for normal maintenance of the Mortgaged
- (f) to Assignee in payment of the Obligations in such order of application as Assignee may elect.

The rights and powers of Assignee under this Assignment, and the application of the Rents pursuant to this Section 5, shall continue and remain in full force and effect both before and after commencement of any action or proceeding to foreclose the Mortgage, after the foreclosure sale of the Mortgaged Premises in connection with the foreclosure of the Mortgage, and until expiration of the period of redemption from any such foreclosure sale, whether or not any deficiency from the unpaid balance of the Obligations exists after such foreclosure sale.

- Section 6. No Liability for Assignee. Assignee shall not be obligated to perform or discharge nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases; this Assignment shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Premises upon Assignee nor for the carrying out of any of the terms and conditions of the Leases; and this Assignment shall not operate to make Assignee responsible or liable for any waste committed on the Mortgaged Premises by the tenants or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence in the management, upkeep, repair or control of the Mortgaged Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.
- Section 7. Assignor To Hold Assignee Harmless. Assignor shall and does hereby agree to indemnify, defend and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment, except Assignee's gross negligence or willful misconduct, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be

0801618076 Page: 5 of 12

# **UNOFFICIAL COPY**

secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor so to do within ten (10) days thereof, Assignee may declare all Obligations immediately due and payable.

Section 8. <u>Remedies Not Exclusive</u>. This Assignment shall in no way operate to prevent Assignee from pursuing any remedy which it now has or hereafter may have under the terms or conditions of the Mortgage or Note or any other instrument securing the same, or by law.

Section 9. Authorization to Tenants. The tenants under each of the Leases are hereby irrevocably authorized and directed to recognize the claims of Assignee, or its assigns, hereunder without investigating the reason for any action taken by Assignee, or the validity or the amount of indebtedness owing to Assignee, or the existence of any default in the Note, Mortgage or under or by reason of this Assignment, or the application of the Rents to be made by Assignee. Assignor hereby irrevocably directs and authorizes each tenant to pay to Assignee all sums due under its Lease and consents and directs that said sums shall be paid to Assignee without the necessity for a judicial untermination that a default has occurred hereunder or under the Note or Mortgage or that Assignee is emitted to exercise its rights hereunder. To the extent such sums are paid to Assignee, Assignor agrees that the tenant shall have no further liability to Assignor for the same. The sole signature of Assignee shall be sufficient for the exercise of any rights under this Assignment, and the sole receipt of Assignee for any sums received shall be a full discharge and release therefor to any such a nant or occupant of the Mortgaged Premises.

Section 10. <u>Existing Leases</u>. Assignor represents and warrants the following to

- (a) the Leases which now affect the Mortgaged Premises have been duly executed and unconditionally delivered by the parties thereto and are valid, subsisting and in full force and effect:
- (b) Assignor has not executed or granted any modifications or amendments of said Leases either orally or in writing other than as already disclosed to Assignee;
- knowledge no event has occurred which with the delivery of notice or the passage of time or both would constitute a default or which would entitle the landlord or the tenant under said Leases to cancel same or otherwise avoid their obligations thereunder;
- (d) Assignor has not accepted advance rent under the said Leases except for security deposits not in excess of one (1) month's rent except as listed on the rent roll certified to Assignee; and
- (e) Assignor has not executed an assignment of any of said Leases or of its right, title and interest therein or the rentals to accrue thereunder, except as provided in the Mortgage.

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- Section 11. <u>Assignee Attorney-in-Fact</u>. Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney-in-fact to execute and deliver during the term of this Assignment such further instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.
- Section 12. Notices. All notices, demands, consents or requests which are either required or desired to be given or furnished hereunder shall be in writing and shall be deemed to have been properly given if either delivered personally or by overnight commercial carrier or sent by United States registered or certified mail, postage prepaid, return receipt requested, to the address of the parties hereinabove set out. Such notice shall be effective on receipt if by personal delivery or by overnight commercial courier and on the earlier of actual receipt or three (3) days following mailing if sent by registered or certified mail. By notice complying with the foregoing, each party may from time to time change the address to be subsequently applicable to it for the purpose of the foregoing.
- Section 13. Ariendments. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- Section 14. Successors and Assigns. This Assignment and each and every covenant, agreement and other provision hereor shall be binding upon Assignor and its successors and assigns, including without limitation each and every from time to time record owner of the Mortgaged Premises or any other person having an interest therein, and shall inure to the benefit of Assignee, its successors and assigns.
- Section 15. Governing Law. This Assignment shall be construed and enforced according to and governed by the laws of Illinois (excluding conflicts of laws rules) and applicable federal law.
- Section 16. <u>Severability</u>. The unenforceability or invalidate of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- Section 17. <u>No Mortgagee in Possession.</u> Nothing herein contained, and no action taken pursuant to this Assignment, shall be construed as constituting Assignee as 7. "Mortgagee in Possession."
- Section 19. <u>Attorney's Fees</u>. Assignor shall pay on demand all reasonable costs and expenses incurred by Assignee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorney's fees and legal expenses, including, without limitation, any post-judgment fees, costs or expenses incurred on any appeal, in collection of any judgment, or in appearing and/or enforcing any claim in any bankruptcy proceeding.
- Section 20. <u>Integration</u>. This Assignment and the other Loan Documents constitute the entire agreement of the parties with respect to the transactions that form the subject matter thereof, and there are no other agreements, express or implied, with respect to such transactions. Any and all prior or contemporaneous commitments, term sheets,

0801618076 Page: 7 of 12

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negotiations, agreements or representations have been merged into this agreement or instrument and the other Loan Documents and are hereby superseded.

THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS ASSIGNMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMFD TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED 59 ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

Assignor acknowledges receipt of a copy of this instrument at the time of execution thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

0801618076 Page: 8 of 12

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

INTERPARK INVESTORS, LLC, an Illinois limited liability company

By: Interpark Manager, LLC, an Illinois limited liability company, its manager

Jame: John Fitzmauric

Title: Manager

STATE OF ILLINOIS

) ss.

COUNTY OF CORK

On this /// day of January \_\_\_\_\_, 208, before me, a notary public, personally appeared John Fitzmaurice, to me personally known, who being by me duly sworn did say that that person is the manager of Interpark Manager, LLC, the manager of INTERPARK INVESTORS, LLC, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members and managers and acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Notary Public

[SIGNATURE PAGE TO ASSIGNMENT]

CAFIC AL SEAL.
JOANNA MINESCI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION & PIRES:05/30/11

0801618076 Page: 9 of 12

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#### Exhibit "A"

#### **Legal Description**

#### Parcel A:

Lots 1 to 15, Lots 46 to 60, Lots 61 to 75 and Lots 106 to 120 in Chicago Forest Ridge Estates, being a subdivision of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel B:

Easement appurtement to and for the bene fit of Parcel 1 aforesaid, as created by Grant of Easement dated July 19, 1989 and recorded October 24, 1989 as Document 89504086 made by and between The City of Chicago, a municipal corporation, and Manufacturers Affiliated Trust Company, as Trustee under Trust Agreement dated November 12, 1986 and known as Trust Number 10059, for the purpose of constructing, reconstructing, maintaining and operating parking facilities and for ingress and egress on, over, across and under the following described eleven (11) parcels of land, to wit:

#### Parcel B-1:

That part of West Bryn Mawr Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of Lot 15 in said subdivision, thence Northerly along the Northerly extension of the West line of said lot for a distance of 10.00 feet; thence East parallel with the North line of Lots 11 to 15 in said subdivision for a distance of 127.02 feet; thence South at right angles thereto 10.00 feet; to the North line of said lots; thence West along said North line, 197.02 feet to the point of beginning, in Cook County, Illinois.

#### Parcel B-2:

That part of West Bryn Mawr Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Northeast corner of Lot 1 in said subdivision; thence West along the North line of said lot for a distance of 6.46 feet to the point of beginning; thence West along said North line and the North line of Lots 2 to 10 in said subdivision for a distance of 361.84 feet; thence North at right angles thereto, 10.00 feet; thence East at right angles thereto, 361.84 feet; thence South at right angles thereto, 10.00 feet to the point of beginning, in Cook County, Illinois.

Page 9 of 12

[ASSIGNMENT OF RENTS] Aviva No. 18739

0801618076 Page: 10 of 12

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#### Parcel B-3:

That part of North Oakview Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of Lot 15 in said subdivision; thence South along the West line of said lot for a distance of 20.39 feet; thence West at right angles thereto, 5.00 feet to the point of beginning; thence South at right angles thereto, 90.00 feet; thence West at right angles thereto, 17.68 feet; thence North at right angles thereto, 90.00 feet; thence East at right angles thereto, 17.68 feet to the point of beginning, in Cook County, Illinois.

#### Parcel B-4:

That part of North Oak view Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the Nort's 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 46 in said subdivision; thence North along the West line thereof 0.46 of a foot; thence West at right angles thereto, 5.00 feet to the point of beginning; thence North at right angles thereto, 81.42 feet; thence West at right angles thereto, 17.50 feet; thence South at right angles thereto, 81.42 feet; thence East at right angles thereto, 17.50 feet to the point of beginning, in Cook Couny, Illinois.

#### Parcel B-5:

That part of West Gregory Street, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 46 in said subdivision; then East along the South line thereof 19.10 feet; thence South at right angles thereto, 5.00 feet to the point of beginning; thence East at right angles thereto, 425.02 feet; thence South at right angles thereto, 17.70 feet; thence West at right angles thereto, 425.02 feet; thence North at right angles thereto. 17.70 feet to the point of beginning, in Cook County, Illinois.

#### Parcel B-6:

That part of West Gregory Street, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southeast corner of Lot 60 in said subdivision; thence West along the South line thereof, 20.80 feet; thence South at right angles thereto, 4.80 feet to the point of beginning; thence West at right angles thereto, 95.20 feet; thence South at right angles thereto, 17.83 feet; thence East at right angles thereto, 95.20 feet; thence North at right angles thereto 17.83 feet to

0801618076 Page: 11 of 12

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the point of beginning, in Cook County, Illinois.

#### Parcel B-7:

That part of West Gregory Street, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Northeast corner of Lot 61 in said subdivision; thence West along the North line of said lot for a distance of 18.89 feet; thence North at right angles thereto, 5.00 feet of the point of reginning; thence West at right angles thereto, 556.63 feet; thence North at right angles thereto, 17.50 feet; thence East at right angles thereto, 556.63; thence South at right angles thereto, 17.50 feet to the point of beginning, in Cook County, Illinois.

#### Parcel B-8:

That part of North Oakview Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Thiro Principal Meridian, described as follows:

Commencing at the Northwest corner of Lot 75 in said subdivision; thence West along the Westerly extension of the North line of Lot 75 aforesaid, 4.70 feet to the point of beginning; thence South parallel with the West line of Lot 75 aforesaid, 82.70 feet; thence West at right angles thereto, 17.80 feet; thence North at right angles thereto, 82.70 feet; thence East at right angles thereto, 17.80 feet to the point of beginning, 11 Cook County, Illinois.

#### Parcel B-9:

That part of North Oakview Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 106 in said subdivision; thence North along the West line thereof 27.04 feet; thence West at right angles thereto, 5.15 feet to the point of beginning; thence North at right angles thereto, 83.23 feet; thence West at right angles thereto, 17.76 feet; thence South at right angles thereto, 83.23 feet; thence East at right angles thereto, 17.76 feet to the point of beginning, in Cook County, Illinois.

#### Parcel B-10:

That part of West Catalpa Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 106 in said subdivision; thence East along the South line thereof 4.40 feet to the point of beginning; thence East along the South line of Lots 106 to

0801618076 Page: 12 of 12

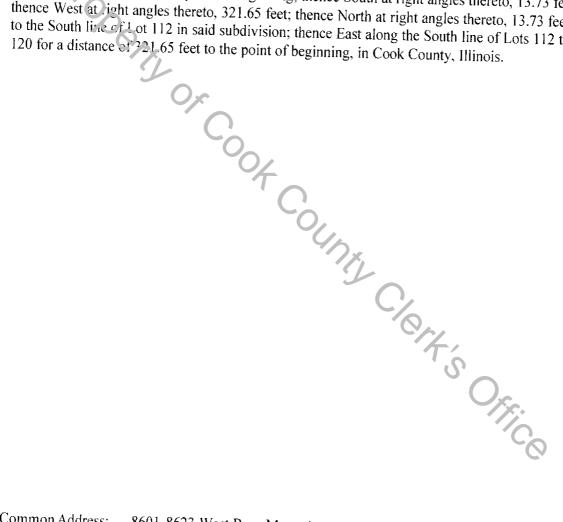
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110 in said subdivision for a distance of 187.80 feet; thence South at right angles thereto, 13.79 feet; thence West at right angles thereto, 187.80 feet; thence North at right angles thereto, 13.79 feet to the point of beginning, in Cook County, Illinois.

#### Parcel B-11:

That part of West Catalpa Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commercing at the Southeast corner of Lot 120 in said subdivision; thence West along the South line thereof 24.23 feet to the point of beginning; thence South at right angles thereto, 13.73 feet; thence West at light angles thereto, 321.65 feet; thence North at right angles thereto, 13.73 feet to the South line of Lots 112 in said subdivision; thence East along the South line of Lots 112 to 120 for a distance of 321.65 feet to the point of beginning, in Cook County, Illinois.



Common Address: 8601-8623 West Bryn Mawr Avenue, Chicago, Illinois 60631 and

8600-8622 West Catalpa Avenue, Chicago, Illinois 60631

Permanent Tax ID Numbers: 12-11-105-031-0000

12-11-107-031-0000