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1998-12-17 11:57:48  
Cook County Recorder



THIS INSTRUMENT  
PREPARED BY:  
Bennett L. Cohen  
Cohen, Salk & Huvard, P.C.  
630 Dundee Rd-Rm. 120  
Northbrook, IL 60062

AFTER RECORDING,  
MAIL TO:  
James Mann, Sr. VP  
Manufacturers Bank  
1200 N. Ashland Ave.  
Chicago, IL 60622

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**ASSIGNMENT OF RENTS AND  
OF LESSOR'S INTEREST IN LEASES**

This Assignment of Rents and of Lessor's Interest in Leases, made as of this 10th day of December, 1998, by KOSTNER STREET L.L.C., an Illinois limited liability company (hereinafter referred to as the "Assignor").

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**WITNESSETH:**

**WHEREAS**, Assignor has executed a mortgage note (hereinafter referred to as "Note") of even date herewith, payable to the order of MANUFACTURERS BANK (hereinafter referred to as "Assignee") in the principal amount of One Million Fifty Thousand and 00/100 (\$1,050,000.00) Dollars; and

**WHEREAS**, to secure the payment of the Note, Assignor has executed a mortgage and security agreement of even date herewith (hereinafter referred to as the "Mortgage") conveying to Assignee the real estate legally described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Premises"); and

**WHEREAS**, Assignor desires to further secure the payment of principal and interest due under the Note, including any and all modifications, renewals, amendments, extensions and refinancings thereof, the payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this assignment or the Note or the Mortgage, and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the Note, Mortgage and any other loan document executed in connection with the Note (hereinafter collectively referred to as the "Assignor's Obligations");

**NOW, THEREFORE**, for and in consideration of the foregoing, and for valuable consideration, the receipt whereof is hereby acknowledged, and to secure the payment and performance of Assignor's Obligations, Assignor does hereby assign, transfer and grant unto Assignee: all the rents, issues, security deposits and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use, sale, or occupancy of the

**BOX 333-CTI**

Premises or any part thereof, which may be made or agreed to by Assignee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements (hereinafter collectively referred to as the "Leases") and security deposits, and all the avails thereof, to Assignee, all on the following terms and conditions:

1. Assignor does hereby appoint irrevocably Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises), to rent, lease, or let all or any portion of said Premises to any party or parties at such price and upon such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues, deposits, and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the Leases, written or verbal, or other tenancy existing or which may hereafter exist on said Premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights or recourse and indemnity as the Assignee would have upon taking possession of said Premises pursuant to the provisions hereinafter set forth. The foregoing rights shall be exercised only after a default by Assignor that is not cured within any applicable cure period.

2. With respect to any currently existing Leases, Assignor covenants that Assignor is the sole owner of the entire Lessor's interest in said Leases; that said leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever; that the lessees respectively named therein are not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said leases has been assigned; and that no rent for any period subsequent to the date of this assignment has been collected more than thirty (30) days in advance of the time when the same became due under the terms of said leases.

3. Assignor, without cost, liability or expense to Assignee, shall (i) at all times promptly and faithfully abide by, discharge, and perform all of the covenants, conditions and agreements contained in all Leases of all or any portion of the Premises, on the part of the landlord thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed, (iii) 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 landlord or of the lessees thereunder, (iv) transfer and assign to Assignee upon request of Assignee, any lease or leases of all or any part of the Premises heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any and all instruments required to effectuate said assignment, (v) furnish Assignee, within ten (10) days after a request by Assignee so to do, a written statement containing the names of all lessees, terms of all leases, including the spaces occupied, the rentals payable and security deposits, if any, paid thereunder, (vi) exercise within ten (10) days of any demand therefor by Assignee any right to request from the lessee under any of the Leases of all or any part of the Premises a certificate with respect to the status thereof, and (vii) not, without Assignee's prior written consent: (a) execute an assignment or pledge of any rents of the Premises or of any of the Leases of all or any part of the Premises, except as security for the indebtedness secured hereby, (b) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment, (c) agree to any amendment to or change in the terms of any of the Leases, which substantially reduces the rent payable thereunder or increases any risk or liability of the lessor thereunder, except that Assignor may permit or consent to any assignment or subletting of all or a portion of the Premises as permitted by a lease approved by Assignee.

4. So long as there shall exist no default by Assignor in the payment or in the performance of any of the Assignor's Obligations, Assignor shall have the right to collect at the time of, but not more than thirty (30) days prior to, the date provided for the payment thereof, all rents, security deposits, income and profits arising under the Leases and to retain, use and enjoy the same.

5. Upon or at any time after default in the payment or in the performance of any of the Assignor's Obligations and the expiration of any applicable cure period and without regard to the adequacy of any other security therefor or whether or not the entire principal sum secured hereby is declared to be immediately due, forthwith, upon demand of Assignee, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agent or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of Assignor or the then manager of the Premises relating thereto, and may exclude Assignor and their respective agents, or servants, wholly therefrom and may, as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted: (i) hold, operate, manage, and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, (ii) cancel or terminate any of the Leases or any sublease for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other Leases or any sublease made subsequent to the Mortgage or subordinate to the lien thereof, (iv) extend or modify any of the then existing Leases and make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Assignee may seem judicious, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possessions, operations, and management thereof, and (vii) receive all avails, rents, issues and profits.

6. Any avails, rents, issues and profits of the Premises received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the Premises, including reasonable compensation to Assignee or its agent or agents, if management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of the Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or

replacing personal property or fixtures necessary to the operation of the Premises, and of placing said property in such condition as will, in the judgment of Assignee, make the Premises readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Assignor, its successors, or assigns, as their rights may appear.

7. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises after default or from any other act or omission of Assignee in managing the Premises after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty, or liability under said Leases or under or by reason of this assignment and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from any and all liability, loss or damage which may or might be incurred under any of the Leases or under or by reason of this assignment and from any and all claims and demands whatsoever which may be asserted against Assignee 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 under the Leases, or under or by reason of this assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and be immediately due and payable. This assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by the tenants or any other parties or for any dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Nothing herein contained shall be construed as constituting the Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained.

8. Upon payment in full of the principal sum, interest and indebtedness secured hereby, this assignment shall be released by Assignee at the expense of Assignor.

9. Assignor hereby authorizes and directs the lessee named in each of the Leases, and any other or future lessee or occupant of the Premises, upon receipt from Assignee of written notice with a copy to Assignor at the address set forth in the Mortgage to the effect that Assignee is then the holder of the Note and Mortgage and that a default exists thereunder or under this assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under said lease and to continue to do so until otherwise notified by Assignee.

10. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness; may release any party primarily or secondarily liable therefor; and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this assignment.

11. The term "Leases" as used herein means each of the Leases hereby assigned and any amendment, modification, extension or renewal thereof.

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12. Nothing contained in this assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage or any of the other Loan Documents (as defined in the Note), and this assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note, Mortgage and all other Loan Documents. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

13. This assignment and the covenants therein contained shall inure to the benefit of Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon Assignor, its respective successors and assigns and any subsequent owner of the Premises.

14. This document shall be construed and enforced according to the laws of the State of Illinois.

**IN WITNESS WHEREOF**, the Assignor has executed this assignment on the day and year first above written.

KOSTNER STREET L.L.C., an Illinois limited liability company

By:  \_\_\_\_\_  
Jordan Stein

Title: Manager

By:  \_\_\_\_\_  
Lloyd Stein

Title: Manager

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## ACKNOWLEDGMENTS

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STATE OF ILLINOIS                    )  
  )     SS  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jordan Stein and Lloyd Stein, the Managers of Kostner Street L.L.C., an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such Managers of said limited liability company as their own free and voluntary acts 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 10<sup>th</sup> day of December, 1998.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



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EXHIBIT "A"

## Legal Description

PARCEL 1:

THE NORTH 248 FEET OF THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WITH A STRAIGHT LINE DRAWN FROM A POINT ON SAID EAST LINE OF THE WEST 300 FEET WHICH IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WHICH IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING THENCE EAST ALONG THE ABOVE MENTIONED STRAIGHT LINE A DISTANCE OF 393.47 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 640.48 FEET A DISTANCE OF 634.91 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 394.72 FEET TO ITS INTERSECTION WITH SAID EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; AND THENCE NORTH ALONG SAID EAST LINE OF THE WEST 300 FEET A DISTANCE OF 635.35 FEET TO THE POINT OF BEGINNING; (EXCEPT THAT PART USED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY FOR A SWITCH TRACK, BEGINNING AT THE SOUTHEAST CORNER OF SAID PREMISES HEREINBEFORE CONVEYED AND RUNNING THENCE NORTHWESTERLY IN AN ARC TO A POINT WHERE THE SOUTHERLY LINE OF SUCH SWITCH TRACK PROPERTY MEETS THE WEST LINE OF SAID PREMISES HEREINBEFORE CONVEYED AT A POINT 256.92 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PREMISES HEREINBEFORE CONVEYED; ALSO, EXCEPTING FROM SAID PREMISES THAT PART CONVEYED TO ZENITH RADIO

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CORPORATION BY AN INSTRUMENT RECORDED JUNE 16, 1960 AS DOCUMENT NUMBER 17883825, BEING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED EAST LINE") OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WITH A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED STRAIGHT LINE") DRAWN FROM A POINT ON THE ABOVE DESCRIBED FIRST MENTIONED EAST LINE WHICH IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WHICH IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; AND RUNNING THENCE EAST ALONG THE ABOVE FIRST MENTIONED STRAIGHT LINE A DISTANCE OF 393.47 FEET TO ITS INTERSECTION WITH THE WEST LINE (HEREINAFTER REFERRED TO AS "WEST LINE") OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 320 FEET; THENCE WEST ALONG A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "SECOND MENTIONED STRAIGHT LINE") LOCATED 320 FEET SOUTH OF AND PARALLEL WITH THE ABOVE DESCRIBED FIRST MENTIONED STRAIGHT LINE A DISTANCE OF 393.47 FEET, MORE OR LESS, TO THE INTERSECTION OF SUCH SECOND MENTIONED STRAIGHT LINE WITH THE ABOVE DESCRIBED FIRST MENTIONED EAST LINE; AND THENCE NORTH ALONG SAID FIRST MENTIONED EAST LINE A DISTANCE OF 320 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE WEST 350 FEET OF THE SOUTH 75 FEET OF THE NORTH 323 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 300 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 (TAKEN AS A TRACT) FOR A SWITCH TRACT OR TRACK AS CREATED BY DEED FROM MARTIN J. HANSON AND ANN C. HANSON, HUSBAND AND WIFE, AND MARTIN J. HANSON AS TRUSTEE UNDER LAST WILL AND TESTAMENT OF JOHN C. HANSON, DECEASED; LOUIS E. HANSON AND LILLIAN E. HANSON AS TRUSTEES UNDER THE LAST



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WILL AND TESTAMENT OF LOUIS J. HANSON, DECEASED, TO THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED DECEMBER 31, 1948 AND RECORDED JANUARY 31, 1949 AS DOCUMENT NUMBER 14488015 AS REVISED AND RECORDED JUNE 30, 1950 AS DOCUMENT NUMBER 14840790 AND AS AMENDED BY GRANT BY ZENITH RADIO CORPORATION, CORPORATION OF ILLINOIS, TO THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED FEBRUARY 26, 1951 AND RECORDED JULY 24, 1951 AS DOCUMENT NUMBER 15129705 SAID SWITCH TRACK BEING LOCATED ON THE PREMISES, BEING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, WHICH IS 640.48 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND RUNNING THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR THE DISTANCE OF 18 FEET TO A POINT; THENCE WEST ON A LINE WHICH IS PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 25.75 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON CURVED LINE TANGENT TO SAID LAST DESCRIBED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 373.07 FEET, A DISTANCE OF 352.52 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 349.27 FEET, A DISTANCE OF 203.61 FEET TO A POINT IN THE EAST LINE OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 300 FEET A DISTANCE OF 105.22 FEET, TO A POINT WHICH IS 256.92 FEET NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST, CONCENTRIC WITH SAID LAST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 369.27 FEET FOR A DISTANCE OF 108.68 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY IN A CURVED LINE CONVEX TO THE SOUTHWEST, CONCENTRIC WITH SAID FIRST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 393.07 FEET A DISTANCE OF 331.75 FEET TO A POINT IN THE SAID SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 65.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT TO CONSTRUCT AND MAINTAIN A REASONABLE NUMBER OF

CROSSINGS OVER AND ACROSS THE SWITCH TRACK FOR VEHICLES AND PEDESTRIANS IN CONNECTION WITH INGRESS TO AND EGRESS FROM PARCELS 1, 2 AND 3 (TAKEN AS A TRACT) AS CREATED BY GRANT FROM ZENITH RADIO CORPORATION, CORPORATION OF ILLINOIS, TO THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED FEBRUARY 26, 1951 AND RECORDED JULY 24, 1951 AS DOCUMENT NUMBER 15129705 OVER AND ACROSS THE SWITCH TRACK USED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, BEING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, WHICH IS 640.48 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND RUNNING THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR THE DISTANCE OF 18 FEET TO A POINT; THENCE WEST ON A LINE WHICH IS PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 25.76 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVED LINE TANGENT TO SAID LAST DESCRIBED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 373.07 FEET A DISTANCE OF 352.52 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 349.27 FEET, A DISTANCE OF 203.61 FEET TO A POINT IN THE EAST LINE OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 300 FEET, A DISTANCE OF 105.22 FEET, TO A POINT WHICH IS 256.92 FEET NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST, CONCENTRIC WITH SAID LAST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 369.27 FEET FOR A DISTANCE OF 108.68 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY IN A CURVED LINE CONVEX TO THE SOUTHWEST, CONCENTRIC WITH SAID FIRST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 393.07 FEET A DISTANCE OF 331.75 FEET TO A POINT IN THE SAID SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 65.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED BY DEED FROM KLING BROTHERS ENGINEERING WORKS, A CORPORATION OF ILLINOIS,

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TO THE PYLE-NATIONAL COMPANY, A CORPORATION OF NEW JERSEY, DATED NOVEMBER 18, 1948 AND RECORDED NOVEMBER 23, 1948 AS DOCUMENT NUMBER 14448649 TO CONSTRUCT AND USE SWITCH TRACK AND ALSO, IF NECESSARY, A SWITCH OVER AND ACROSS AND UPON THE EAST 148 FEET OF THE WEST 498 FEET OF THE NORTH 36 FEET OF THE SOUTH 75 FEET OF THE NORTH 323 FEET OF THE NORTH 1/2 OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 300 FEET THEREOF.

PARCEL 7:

EASEMENT TO EXTEND THE PRIVATE SEWER SYSTEM INTO PARCEL 2 FOR THE PURPOSE OF PROVIDING DRAINAGE FOR PARCEL 2 AS CREATED BY AGREEMENT BETWEEN ZENITH RADIO CORPORATION, CORPORATION OF ILLINOIS, AND THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED AUGUST 1, 1951 AND RECORDED JANUARY 2, 1952 AS DOCUMENT NUMBER 15246124 OF THE PRIVATE SEWER SYSTEM LOCATED IN AND UNDER THE NORTH AND SOUTH ROAD DESCRIBED AS FOLLOWS:

THE WEST 15 FEET OF THE EAST 640.48 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH POINT IS 586.25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 WHICH POINT IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4);

ALSO,

THE EAST 15 FEET OF THE SWITCH TRACK PROPERTY DESCRIBED AS PARCEL 4 AFORESAID, AND ITS CONNECTION TO SEWERS IN NORTH KOSTNER AVENUE SAID CONNECTION TO BE LOCATED IN A STRIP OF LAND APPROXIMATELY 25 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF THE PREMISES DESCRIBED AS FOLLOWS:

THE EAST 640.48 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH POINT IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4,

WHICH POINT IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4), IN COOK COUNTY, ILLINOIS.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, AND 3 (TAKEN AS A TRACT) AS CREATED BY AGREEMENT BETWEEN ZENITH RADIO CORPORATION, CORPORATION OF DELAWARE, AND THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED JUNE 4, 1960 AND RECORDED JUNE 17, 1960 AS DOCUMENT NUMBER 17885172 FOR A PRIVATE WAY OR ROAD FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THE WEST 15 FEET OF THE EAST 640.48 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH POINT IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, WHICH POINT IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4);

ALSO,

THE EAST 15 FEET OF THE SWITCH TRACK PROPERTY DESCRIBED AS PARCEL 4, AFORESAID;

ALSO,

THE SOUTH 15 FEET OF THE EAST 640.48 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 15 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY AGREEMENT BETWEEN THE JOHNSON CHAIR COMPANY, CORPORATION OF ILLINOIS, WITH LOUIS HANSON AND LOUIS HANSON COMPANY, CORPORATION OF ILLINOIS, DATED MAY 29, 1908 AND RECORDED JULY 20, 1908 AS DOCUMENT NUMBER 4233763 AS AMENDED BY AGREEMENT DATED JANUARY 23, 1909 AND RECORDED FEBRUARY 5, 1909 AS DOCUMENT NUMBER 4324798 AND AS MODIFIED BY AGREEMENT BETWEEN ZENITH RADIO CORPORATION,

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CORPORATION OF DELAWARE, AND THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, AND OTHERS DATED DECEMBER 1, 1959 AS DOCUMENT NUMBER 17439012 FOR A PRIVATE ROADWAY FOR INGRESS AND EGRESS OF VEHICLES AND PEDESTRIANS ON, OVER AND ACROSS A STRIP OF LAND 40 FEET WIDE, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH POINT IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE EAST TO A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 WHICH POINT IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 (EXCEPT THAT PART IN THE EAST 33 FEET OF THE NORTHWEST 1/4), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY WARRANTY DEED FROM CHARLES KLING AND DORTHEA KLING, HUSBAND AND WIFE, TO THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED JULY 24, 1916 AND RECORDED JULY 28, 1916 AS DOCUMENT NUMBER 5919740 FOR LIGHT AND AIR OVER A STRIP OF LAND 15 FEET WIDE IMMEDIATELY ADJOINING THE SOUTH LINE OF PARCEL 1 FOR A DISTANCE OF 755.96 FEET WEST FROM THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-03-105-020-0000, 16-03-105-022-0000, 16-03-106-002-0000 and  
16-03-106-018-0000

Street Address: 1334 N. Kostner Avenue, Chicago, Illinois