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(This Space For)

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1999-10-26 08:47:09

Cook County Recorder 95.00

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (*this "Assignment"*) dated as of October 22, 1999 is made by AETNA BEARING COMPANY, a Delaware corporation ("*Borrower*"), whose address is 4600 West Schubert, Chicago, Illinois, 60639, in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 120 South LaSalle Street, Chicago, Illinois 60603 ("*Bank*").

RECITALS

WHEREAS, Caldera Acquisition Corporation, a Delaware corporation ("*Caldera*"), and Bank have executed that certain Loan and Security Agreement dated concurrently herewith (*the "Loan Agreement"*) pursuant to which Bank has agreed to make, and Caldera has accepted, various loans (*the "Loans"*), including (i) a secured revolving line of credit loan in the original principal amount of Two Million Seven Hundred Fifty Thousand and No/100 Dollars (\$2,750,000.00), (ii) a secured term loan in the original principal amount of One Million Eight Hundred Twenty-Five Thousand and No/100 Dollars (\$1,825,000.00) and (iii) a secured term loan in the original principal amount of Eight Thousand and No/100 Dollars (\$800,000.00), all of which Loans are evidenced by secured notes executed by Caldera in favor of Bank (*collectively, with all renewals, replacements or amendments thereto, the "Notes"*); and

WHEREAS, Borrower is the surviving corporation of a merger between Borrower and Caldera, and Borrower has thereby assumed the obligations of Caldera, including, but not limited to, the obligation to repay the Loans in accordance with the terms of the Loan Agreement; and

WHEREAS, Borrower has also delivered its mortgage (*the "Mortgage"*) to secure the repayment of, among other things, the Notes, which Mortgage conveys to Bank the property described in Exhibit A attached hereto and made a part hereof (*the "Property"*); and,

WHEREAS, Borrower desires to further secure: (i) the repayment of the Notes, and any amendments, renewals, substitutions or replacements thereof and (ii) the

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performance of Borrower's obligations under the Mortgage, the Loan Agreement and the Notes (collectively, the "Liabilities").

AGREEMENTS

NOW, THEREFORE, for and in consideration of the above and the mutual agreements herein contained and as further and additional security to the Bank for the repayment and performance of the Liabilities, and in consideration of the sum of ONE DOLLAR (\$1.00) to the Bank in hand paid, the receipt whereof is hereby acknowledged, Bank and Borrower agree as follows:

1. Borrower does hereby sell, assign and transfer unto Bank the following:
 - (i) all Current Leases (as hereinafter defined), future leases, contracts or any other agreements relative to the ownership or occupancy of all or any portion of the Property, whether written or verbal, whether heretofore, now or hereafter made or agreed to or which may be made or agreed to by the Bank under the powers granted in this Assignment (the "Leases"); and
 - (ii) all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, including all deposits or money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Property, now due and which may hereafter become due under or by virtue of the Leases and/or any letting of, or any agreement for the use and occupancy of, the Property of any part thereof; and
 - (iii) all guaranties of any of the foregoing.
2. Borrower agrees, represents and warrants unto Bank, its successors and assigns as follows:
 - (i) attached as **Exhibit B** is a schedule of any Leases existing as of the present date with respect to the Property or part thereof (the "Current Leases"); all amendments to any Current Leases are designated on the aforesaid schedule; and Borrower is the sole owner of the entire lessor's interest in any Current Leases; and
 - (ii) no default exists on the part of lessor or lessee under the terms of any Current Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Current Leases; and

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- (iii) any Current Leases are, and any future Leases will be, valid and enforceable in accordance with their terms and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder; and
- (iv) if any Current Leases or future Leases provide for the abatement of rent during repair of the demised Property by reason of fire or other casualty, Borrower shall furnish rental insurance to Bank in amount and form, and written by insurance companies, as shall be satisfactory to Bank; and
- (v) Borrower shall not hereafter terminate, modify or amend any Current Leases or future Leases or any of the terms thereof without the prior written consent of Bank, and any attempted termination, modification or amendment of said Current Leases or future Leases, or any one of them, without such written consent shall be null and void; and
- (vi) Borrower shall perform all of the covenants and agreements as lessor under any Current Leases and any future Leases and shall not suffer or permit to occur, any release of liability of the lessee therein, or any right of the lessee therein to withhold payment of rent; and
- (vii) if so requested by the Bank after default under any Current Leases or any future Leases, the Borrower shall enforce any one or several of the Current Leases and all remedies available to Borrower against the lessee therein named; and
- (viii) Borrower shall not enter into any future leases for the Property, or any portion thereof, without the prior written consent of Bank.

3. Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Property for more than one installment in advance and that no payment of rents to accrue for any portion of said Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by Borrower. Borrower waives any right of set-off against any person in possession of any portion of the Property. Borrower agrees not to make any other or further assignment of the rents or profits or Leases prior to the release of this Assignment.

4. Borrower further agrees to execute and deliver, immediately upon the request of the Bank, all such further assurances and assignments in the Property as the Bank shall from time to time reasonably require.

5. It is parties intention to establish an absolute transfer and assignment of the Leases and agreements, and all the avails thereof, to the Bank. Borrower hereby

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irrevocably appoints Bank as its true and lawful attorney in its name and stead to effectuate the purposes of this Assignment. Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Bank shall not exercise any of the rights and powers conferred upon it herein until and unless one or more of the following events shall occur, and in each instance, all applicable grace periods, if any, shall have expired, which events shall constitute "Events of Default" hereunder:

- (i) a default or Event of Default shall occur under the terms of Notes or in the payment or performance of the Liabilities; or
- (ii) a default shall occur in performance or observance of any of the agreements or conditions in the Mortgage; or
- (iii) a default shall be made in the performance or observance of any of the conditions or agreements hereunder and Borrower shall fail to cure such within twenty-one (21) days after being served with written notice thereof by Bank; or
- (iv) a default or an Event of Default under the Loan Agreement or any other agreement, security agreement, assignment, instrument or other agreement made by Borrower in favor of Bank.

Nothing herein contained shall be deemed to affect or impair any rights which the Bank may have under said Liabilities or any other instrument herein mentioned.

6. Upon the occurrence of an Event of Default, Borrower hereby authorizes Bank, with or without taking possession of the Property and with the same rights and power and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Bank would have upon taking possession of the Property pursuant to the provisions hereinafter set forth, to:

- (i) direct and instruct each and every present and future lessee or tenant of the whole or any part of the Property to pay all unpaid rent agreed upon in any Leases to the Bank directly; and
- (ii) collect all avails, rents, issues 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 and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Property; and
- (iii) rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such terms, as Bank in its discretion may determine.

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7. In any case in which, under the provisions of the Mortgage, the Bank has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Bank, Borrower agrees to surrender the Property to the Bank and the Bank shall be entitled to take actual possession of the Property or any part thereof personally, or by its agents or attorneys, and Bank in its discretion may do any of the following:

- (i) with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Property, together with all the documents, books, records, papers and accounts of Borrower or then owner of the Property relating thereto; and
- (ii) exclude the Borrower, its agents or servants, wholly therefrom; and
- (iii) as attorney in fact or agent of the Borrower, or in its own name as Bank and under the powers herein granted, hold, operate, manage and control the Property and conduct the business, if any, thereof either personally or by its agents, 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 of security of the avails, rents, issues and profits of the Property, including: (a) the bringing of actions for the recovery of rent, actions in forcible detainer and actions in distress of 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, (b) the cancellation or termination of any Lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same; (c) the disaffirmance of any Lease or sublease made subsequent to the mortgage or subordinated to the lien thereof; (d) the making of all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises that may seem judicious, in its discretion; and/or (e) the insuring and reinsuring of the same for all risks incidental to Bank's possession, operation and management and to receive all such avails, rents, issues and profits.

8. The Bank in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account of the following, in such order as the Bank may determine:

- (i) the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to the Bank and its agent or agents, if management be

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delegated to an agent or agents, and it shall also include Lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), establishing claims for damages, if any, and premiums on insurance hereinabove authorized;

- (ii) the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Property in such condition as will, in the reasonable judgment of the Bank, make it readily rentable; and
- (iii) the payment of the Liabilities and any other indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

9. The Bank shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases or rental agreements relating to the Property, and Borrower shall and does hereby agree to indemnify and hold the Bank harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of the assignment thereof 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 said Leases. Should the Bank incur any such liability, loss or damage, under said Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, Borrower agrees to reimburse the Bank for the amount thereof, including direct costs, direct expenses and reasonable attorneys' and paralegals' fees, immediately upon demand.

10. It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed a special remedy given to the Bank, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the Liabilities, all of which remedies shall be enforceable concurrently or successively. This Assignment shall be governed by and construed under the laws of the State of Illinois.

11. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

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Bank: American National Bank and
Trust Company of Chicago
120 S. LaSalle Street
Chicago, Illinois 60603
Attn: Asset Based Finance
Fax: (312) 661-6929

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With a copy to: Hopkins & Sutter
Three First National Plaza
Suite 4300
Chicago, Illinois 60602
Attn: Kenneth M. Lodge
Fax: (312) 558-3315

To Mortgagor: Aetna Bearing Company
4600 West Schubert
Chicago, Illinois 60639
Attn: President
Fax: _____

With a copy to: Gardner, Carton & Douglas
Quaker Tower
321 North Clark Street
Suite 3400
Chicago, Illinois 60610-4795
Attn: Debra J. Schnebel
Fax: (312) 644-3381

With a copy to: GWB (USA), Inc.
5 Concourse Parkway
Suite 810
Atlanta, Georgia 30328-6111
Attn: Derick Marsh
Fax: (770) 395-2975

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to either subparagraph (a) or (b) hereof shall be served and effective upon such personal service or upon confirmation of transmission by electronic means. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to

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subparagraph (d) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

12. Nothing herein contained shall be construed as constituting the Bank a "mortgagee in possession" in the absence of the taking of actual possession of the Property by the Bank pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to the Bank, no liability shall be asserted or enforced against the Bank, all such liability being expressly waived and released by Borrower.

13. Whenever the word "Borrower" is mentioned herein, it is hereby understood that the same includes and shall be binding upon their successors and assigns, including successors by consolidation, and any party or parties holding title to the Property by, through or under them. All of the rights, powers, privileges and immunities granted and assigned to the Bank shall also inure to its successors and assigns, including all holders, from time to time, of the Notes or the Liabilities. If this instrument is executed by more than one person or entity, all obligations and undertakings of Borrower herein shall be joint and several. Further, the term "Notes" as used herein shall also be read to refer to any note executed in renewal, substitution, amendment or replacement thereto.

14. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by Borrower, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

15. In the event that the Bank incurs any reasonable costs, including attorneys' and paralegals' fees, court costs and advances, to enforce the provisions of this Assignment, the Borrower on demand by the Bank, shall immediately reimburse the Bank therefor. Borrower's liability for all reasonable expenses and fees hereunder shall also extend to the collection of any judgment which shall result from Bank's enforcement of its rights and remedies under this Assignment.

16. BORROWER AND BANK IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS. BORROWER AND BANK HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR

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FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE AND HEREBY WAIVES ANY OBJECTION IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING BROUGHT AGAINST BORROWER BY BANK IN ACCORDANCE WITH THIS PARAGRAPH.

17. BORROWER AND BANK IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith; OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS ASSIGNMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature Page Follows]

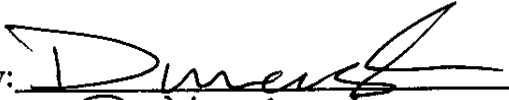
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IN WITNESS WHEREOF, this instrument is executed by Borrower as of the date and year first above written.

AETNA BEARING COMPANY, a Delaware corporation

By: 
Name: Devide Marsh
Title: Vice President

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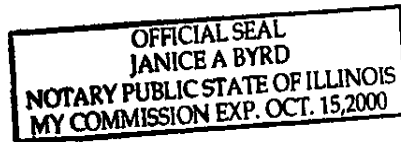
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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Herik Marsh personally known to me to be the Vice President of Aetna Bearing Company, a Delaware corporation, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/~~she~~ signed and delivered the said instrument in his/~~her~~ capacity as such Vice President of said corporation, as his/~~her~~ free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of October, 1999.

Janice A. Byrd
Notary Public



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EXHIBIT A

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LEGAL DESCRIPTION

PARCEL 1:

LOTS 9 TO 23, INCLUSIVE AND THE EAST 19 FEET IN WIDTH OF LOT 24 IN THOGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 AND 26 TO 33 ALL INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN SAMUEL S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF THE EAST AND WEST 16 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 16, BOTH INCLUSIVE AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 17 TO 24, BOTH INCLUSIVE AND LYING EAST OF A LINE 16 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 24 PRODUCED NORTH 16 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION AFORESAID;

ALSO

THE WEST 30 FEET IN WIDTH OF THAT PART OF NORTH KENTON AVENUE IN THE CITY OF CHICAGO NOW VACATED LYING EAST OF AND ADJOINING THE EAST LINE OF BLOCK 6 AFORESAID LYING NORTH OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK PRODUCED EAST 30 FEET AND LYING SOUTH OF THE NORTH LINE OF LOT 16 IN SAID BLOCK PRODUCED EAST 30 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION AFORESAID;

ALSO

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 6 ABOVE REFERRED TO RUNNING THENCE NORTH 18 FEET; THENCE EAST 30 FEET THEREOF SOUTH 18 FEET THENCE WEST 30 FEET TO THE POINT OF BEGINNING AND ALSO BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 6 ABOVE REFERRED TO RUNNING THENCE EAST 30 FEET THENCE SOUTH 33 FEET THENCE IN A STRAIGHT LINE TO POINT OF BEGINNING.

PARCEL 2:

ALL THAT PART OF WEST PARKER AVENUE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 TO 13, BOTH INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST 15 FEET IN BLOCK 3 OF S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 27,

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TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 9 TO 16, BOTH INCLUSIVE LYING EAST OF AND ADJOINING THE WEST LINE OF SAID LOT 9 PRODUCED NORTH 100 FEET AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID LOT 16 PRODUCED NORTH 100 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 INCLUSIVE AND LOTS 26 TO 33 INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO SAID PART OF WEST PARKER AVENUE BEING FURTHER DESCRIBED AS THE EAST 240 FEET MORE OR LESS OF THAT PART OF WEST PARKER AVENUE LYING WEST OF VACATED NORTH KENTON AVENUE, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 6,7,8,9,10 AND THAT PART OF THE STRIP OF LAND BETWEEN LOTS 6 TO 10 BOTH INCLUSIVE AND LOT 11 WHICH WAS SHOWN ON THE PLAT OF S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS A PRIVATE ALLEY BUT WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL OF THE ABUTTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT NO. 12919799, (EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6, THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET, AN ARC DISTANCE OF 184.55 FEET THEREOF TO A POINT 2.15 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10); ALSO, LOTS 11, 12, 13, 14, 15 AND THE EAST 25 FEET OF LOT 16 ALL IN BLOCK 3 IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT DATED JANUARY 4, 1949 AND RECORDED MARCH 23, 1949 AS DOCUMENT 14518493 FOR PURPOSE OF A RIGHT OF WAY FOR CONSTRUCTING, OPERATING AND MAINTAINING A SWITCH TRACK OVER A STRIP OF LAND BEING A PART OF VACATED NORTH KENTON AVENUE AS LAID OUT IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTH KENTON AVENUE BEING ALSO THE WEST LINE OF RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY WHICH IS 18 FEET SOUTH OF THE SOUTH LINE OF WEST DIVERSEY AVENUE PRODUCED EAST RUNNING THENCE PARALLEL TO THE SAID SOUTH LINE OF WEST DIVERSEY AVENUE, 12 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF AFORESAID RIGHT OF WAY, 182.39 FEET MORE OR LESS TO A POINT 85 FEET MEASURED PARALLEL TO SAID RIGHT OF WAY, NORTH OF THE NORTH LINE OF WEST PARKER AVENUE PRODUCED EAST; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT ON SAID NORTH LINE OF WEST PARKER AVENUE WHICH IS 19 FEET WEST OF THE

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WEST LINE OF THE AFORESAID RIGHT OF WAY; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID RIGHT OF WAY 82 FEET TO A POINT 18 FEET NORTH OF THE SOUTH LINE OF WEST PARKER AVENUE PRODUCED EAST; THENCE EAST PARALLEL TO SAID SOUTH LINE OF WEST PARKER AVENUE 19 FEET TO THE WEST LINE OF AFORESAID RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE 349.39 FEET MORE OR LESS TO THE POINT OF BEGINNING

AND ALSO OVER A PARCEL OF LAND DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID VACATED NORTH KENTON AVENUE AFORESAID, BEING ALSO THE WEST LINE OF THE RIGHT OF WAY OF CHICAGO & NORTHWESTERN RAILWAY WHICH IS 18 FEET SOUTH OF THE SOUTH LINE OF WEST DIVERSEY AVENUE PRODUCED EAST; RUNNING THENCE NORTH ALONG SAID EAST LINE OF SAID NORTH KENTON AVENUE 18 FEET TO THE SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST, THENCE WEST ALONG THE SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST, A DISTANCE OF 12 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTH KENTON AVENUE 18 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST A DISTANCE OF 12 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Tax

Identification Nos.:

13-27-301-008-0000

13-27-301-009-0000

13-27-305-010-0000

**Property Address: 4600 West Schubert
Chicago, Illinois**

**Prepared By and After
Recording Return To:**

Hopkins & Sutter
Three First National Plaza
Suite 4300
Chicago, Illinois 60602
Attention: Kenneth M. Lodge

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EXHIBIT B

LIST OF CURRENT LEASES

Name of Lessee

Date of Lease

Term of Lease

[NONE AT OCTOBER 22, 1999]

Property of Cook County Clerk's Office

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