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**THIS INSTRUMENT
PREPARED BY AND WHEN
RECORDED, RETURN TO:**

Winstead PC
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270
Attention: Christopher T. Nixon



Doc#: 1221616115 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/03/2012 04:26 PM Pg: 1 of 23

2019 01120869-1144
874

Permanent Tax Identification Numbers: 17-10-312-020-0000; 17-10-312-021-0000; 17-10-206-008-0000; 17-10-206-009-0000; 17-10-206-010-0000; 17-10-206-011-0000 14-08-207-003-0000; 14-08-207-004-0000; 14-08-207-005-0000; 14-08-207-006-0000; 14-08-207-007-0000; 17-15-101-021; 14-32-227-043-0000; 14-29-204-001-0000

Property Street Addresses: 6 N. Michigan Avenue Chicago, Illinois 60602; 33 South Wabash Avenue Chicago, Illinois 60602; 5343 N. Broadway Street Chicago, Illinois 60640; 846 W. Armitage Avenue Chicago, Illinois 60614; 953 W. Belmont Avenue Chicago, Illinois 60657; 227 E. Ontario Street Chicago, Illinois 60611

TO BE RECORDED IN THE
MORTGAGE RECORDS OF
COOK COUNTY, ILLINOIS

ASSIGNMENT OF LEASES AND RENTS

**FREDO'S LLC, HIDDEN CHUTES LLC, PHOENIX CHUTES LLC, UPPER PEEL LLC,
PHOENIX STEPS LLC and POWDER ROCK GLADE LLC, as assignors
(collectively, Assignor)**

to

**GUGGENHEIM LIFE AND ANNUITY COMPANY, as assignee
(Lender)**

Dated: As of August 2, 2012

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Loan No. 030291059

This Assignment of Leases and Rents (the "Assignment") is made this 2nd day of August, 2012, by **FREDO'S LLC**, a Delaware limited liability company, **HIDDEN CHUTES LLC**, a Delaware limited liability company, **PHOENIX CHUTES LLC**, a Delaware limited liability company, **UPPER PEEL LLC**, a Delaware limited liability company, **PHOENIX STEPS LLC**, a Delaware limited liability company and **POWDER ROCK GLADE LLC**, a Delaware limited liability company, each of having an address of 150 N. Michigan Avenue, Suite 3610, Chicago, Illinois 60601 (hereinafter referred to individually and collectively as the "Assignor") in favor of **GUGGENHEIM LIFE AND ANNUITY COMPANY**, a Delaware life insurance company, whose address is 10689 N. Pennsylvania Street, Suite 200, Indianapolis, Indiana 46280 as "grantee" for indexing purposes (hereinafter referred to as "Lender").

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does presently and absolutely transfer, sell, assign and convey to Lender all of Assignor's right, title and interest in, to and under any leases, subleases, licenses, occupancy or other agreements conferring any tenancy or right to occupy, possess or use any portion of the herein described property and all guaranties thereof, including letters of credit, now existing or hereafter arising (collectively, and singly, the "Lease"), and all rents, income, issues, profits, fees, charges, accounts, termination amounts (including but not limited to lump sum payments for the cancellation or termination of any Lease) and other payments for use or occupancy of the herein described property, including, but not limited to, the rentals reserved, the amount payable and the receipts arising under the Leases and any and all benefits that may be had or obtained from said Leases, which Leases, rents, income, issues and profits arise out of or accrue from all or a part of the following described properties (collectively, the "Property") situated in the City of Chicago, County of Cook, State of Illinois, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

To have and to hold said Leases, together with the rents, issues, rights, income, profits, privileges and benefits arising under said Leases or from the use of the above described property, unto Lender, its successors and assigns, for the purpose of securing: (1) payment of that certain Promissory Note dated evenly herewith, for the principal sum of \$24,000,000.00 (the "Note"), bearing interest as therein provided, secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith, covering property therein and hereinabove described (the "Mortgage"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Mortgage), and which Mortgage has been, or will be, filed for record in the public records of the County in which said Property is located; (2) payment of all other sums, with interest thereon, becoming due and payable to Lender under the provisions of said Note and Mortgage and this Assignment; and (3) performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in said Note, Mortgage and each and every other Loan Document executed in connection therewith (collectively, the "Indebtedness").

The Assignor warrants and represents to Lender that: (i) the Assignor is the sole owner of the entire lessor's interest in said Leases; (ii) the Leases are valid and enforceable and have

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not been altered, modified or amended in any manner whatsoever, except as disclosed to Lender; (iii) no tenant under a Lease is in default in the performance of any of the obligations, covenants or conditions under the terms of any Lease; (iv) the Assignor has duly and punctually performed all of the landlord's material obligations, covenants, conditions and warranties under the terms of the leases; (v) no rent reserved in said Leases or for the rental of any part of property described in said Mortgage, has been assigned or anticipated; and (vi) no rent for any period subsequent to the date of this Assignment has been collected for more than one (1) month in advance of the time when the same became due under the terms of said Leases or otherwise.

The Assignor covenants with Lender as follows: (i) to observe, perform and discharge all the material obligations imposed upon the landlord under said Leases and not to do or permit to be done anything to impair the security thereof; (ii) not to collect any of the rent, income and profits arising or accruing under said Leases or from the Property more than one (1) month in advance of the time when the same shall become due; (iii) at Lender's request, Assignor will assign and transfer to Lender any and all subsequent leases upon all or any part of the property described in said Mortgage and to execute and deliver at the request of Lender all such further assurances and assignments in the premises as Lender shall from time to time require; (iv) to deliver to Lender any written notice Assignor receives from any tenant asserting a default by landlord under any Lease; (v) to use commercially reasonable efforts to cause the tenants to perform their obligations under the Leases; and (vi) upon written request of Lender following the occurrence and continuance of an Event of Default hereunder, to deliver notice to the tenants under the Leases directing them to pay all future rent directly to Lender. Any breach of the foregoing covenants which continues for more than thirty (30) days after Lender provides Assignor written notice thereof (or, if such breach is of such a nature that it cannot be cured with due diligence within thirty (30) days, Assignor shall fail or refuse to commence such cure within said thirty (30) day period and thereafter diligently in good faith pursue the same to completion; in no event, however, shall the cure period, as extended hereby, exceed sixty (60) days) shall constitute an Event of Default hereunder. Notwithstanding the foregoing, any failure of Assignor to observe and perform all the material obligations imposed upon the landlord under the Leases hereby assigned shall constitute an Event of Default hereunder upon the continuation of such failure beyond the applicable notice and cure period, if any, in the relevant Lease, without any additional notice and cure period hereunder. Notwithstanding anything to the contrary in this Assignment, Lender shall have no obligation to provide Assignor written notice of any breach by Assignor of the foregoing covenants, if Assignor is in breach of substantially the same covenant more than twice within any twelve (12) month period; in such event, solely at Lender's election and without further notice, Assignor shall not have any right to cure such repeated breach during said twelve (12) month period, and Lender shall have all rights and remedies as provided herein.

The Assignor further covenants with Lender (i) not to execute any other assignment of landlord's interest in said Leases or assignment of rents arising or accruing from said Leases or from the property described herein; (ii) not to execute any Lease demising more than 7,000 square feet of the net rentable area of the improvements located on any of the properties (a "Major Lease") described herein without the prior written consent of Lender, such consent not to be unreasonably withheld, conditioned or delayed (provided, however, any such Major Lease will be deemed approved by Lender if Lender has not otherwise responded within fifteen (15)

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business days after receipt of written request for approval together with the final lease); (iii) not to alter, modify or change the terms of any Major Leases or give any consent or exercise any option of landlord required or permitted by such terms without the prior written consent of Lender, such consent not to be unreasonably withheld, conditioned or delayed; (iv) not to cancel or terminate any Leases or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises or of any interest therein so as to effect directly or indirectly, proximately or remotely a merger of the estates and rights of, or a termination or diminution of the obligations of, tenant thereunder, provided, however, Assignor may terminate any Lease without the prior written consent of Lender if such the tenant under such Lease is in default thereunder after any notice and cure period has expired; (v) not to alter, modify or change the terms of any guaranty of or letters of credit securing said Leases or cancel or terminate such guaranty or letter of credit without the prior written consent of Lender except and to the extent expressly required by the terms of the respective Lease; and (vi) not to consent to any assignment of or subletting of tenant's interest under any Leases without the prior written consent of Lender, except and to the extent that such consent is expressly required by the terms of the Leases. Notwithstanding anything contained herein to the contrary, Assignor may amend, modify, extend or renew any lease, or take any of the actions referred to in clauses (v) and (vi) with respect to any lease, which is not a Major Lease without the consent of the Lender, provided, however, any such amendment, modification, extension or renewal is consistent with market terms in similar leases. Any failure of Assignor to observe and perform the foregoing covenants shall constitute a default hereunder without any notice or cure period. If any Lease is terminated (including without limitation a voluntary termination of the Lease approved by Lender or a termination or rejection of a Lease in a bankruptcy or other similar proceeding) and in connection with such termination or rejection there is the payment of (i) a lump sum settlement, (ii) a termination fee, premium or penalty, or (iii) any other amount or amounts paid in conjunction with such termination, including retention by the Assignor of any security deposit or the proceeds of any letter of credit given as a security deposit (collectively and singly, the "Termination Amount") then in such event, the Termination Amount shall be payable directly to Lender and may be (x) applied to outstanding amounts due under the Note upon the occurrence and during the continuance of an Event of Default, or (y) subject to the terms set forth in the paragraph below, held by Lender as additional collateral securing the Note until a new lease or other collateral acceptable to Lender in its reasonable discretion is substituted for the terminated lease, at which time any remaining portion of the Termination Amount shall be disbursed to Assignor provided no Event of Default is then outstanding. Nothing herein shall be deemed approval by Lender of the termination of any Lease or the payment of any Termination Amount.

In the event the Termination Amount is held by Lender pursuant to subsection (y) above, provided no Event of Default is then outstanding, Lender shall make disbursements of such Termination Amount for tenant improvement and leasing commission obligations incurred by Assignor with respect to the space subject to the terminated Lease for which the Termination Amount is applicable. All such expenses shall be approved by Lender in its reasonable discretion. Lender shall make disbursements as requested by Assignor on a monthly basis in increments of no less than \$5,000.00 upon delivery by Assignor of Lender's standard form of draw request accompanied by copies of paid invoices for the amounts requested and, if required by Lender for requests in excess of \$10,000.00 for a single item, lien waivers and releases from all parties furnishing materials and/or services in connection with the requested payment. Lender

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may require an inspection of the Property at Assignor's expense prior to making any such disbursement in order to verify completion of improvements in excess of \$10,000.00 for which reimbursement is sought.

This Assignment is made upon the following terms, covenants and conditions:

This Assignment is intended by Assignor and Lender to create, and shall be construed to create, a present and absolute assignment to Lender subject only to the terms and provisions hereof, and not as an assignment as security for the performance of the obligations evidenced by the Note or any instrument given as security for said Note, or any other indebtedness of Assignor. Assignor shall have a revocable license to collect and receive the rents (but not more than one month prior to accrual), income and profits arising under said Leases or from the property described herein and to retain, use and enjoy said rents, income and profits. Upon the occurrence and continuance of an Event of Default by the Assignor in the payment of the principal sum, interest and indebtedness evidenced by the Note and secured hereby and by the Mortgage or upon the occurrence and continuance of an Event of Default in the performance of any of the obligations, covenants or agreements contained herein or in said Note or Mortgage or in any Loan Document or a default by Assignor in the performance of any material obligations, covenants, conditions and warranties to be performed by landlord under the terms of said Leases, which default has continued beyond any applicable notice and cure period, Lender may immediately revoke or terminate the license granted to Assignor under this Assignment, with or without notice to Assignor and without regard to whether the property described herein or any other collateral adequately secures the eventual repayment of the indebtedness evidenced by the Note. An Event of Default hereunder shall be deemed an Event of Default under the Note and under the Mortgage. Unless and until the license is so revoked or terminated, Assignor shall hold all rents, income and profits as a trust fund and agree to apply said rents, income and profits to the payment of principal and interest due under the Note and of taxes, assessments, water rates, sewer rents, lien claims, and to operation and maintenance charges relating to the property described herein which are due and payable at the time of collection of the rents, income and profits before using the rents, income or profits for any other purpose or distributing the same. Upon Lender's revocation or termination of the license, Assignor shall promptly deliver to Lender all rents, income, profits or other sums assigned hereunder and then in Assignor's possession, and all other amounts assigned hereunder which are then due or accruing thereafter shall be payable directly to Lender.

Upon or at any time after the occurrence and during the continuance of an Event of Default, which Event of Default has continued beyond the applicable notice and cure period, if any, Lender without in any way waiving such default may at its option without notice and without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by the Mortgage, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed upon ex-parte application if appropriate or by a court, take possession of the property described herein and have, hold, manage, lease, rent and operate the same on such terms and for such period of time as Lender may deem proper and either with or without taking possession of said property. Lender may in its own name, demand, sue for or otherwise collect and receive all rents, income and profits of said property, including those past due and unpaid with full power to make from time to time all

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alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender. All rents, income and profits collected or received by Lender under this Assignment shall be applied to the payment of: (i) all expenses of managing said property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees 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 rents, 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 (ii) the principal sum, interest and indebtedness evidenced by the Note and secured hereby, by the Mortgage or any other Loan Document executed in connection therewith, together with all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this paragraph, as Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by Lender of the option granted it in this paragraph and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Lender under said Note or Mortgage or under this Assignment. In addition to all other rights and remedies set forth elsewhere in this Assignment, Assignor expressly agrees that Lender shall have all the rights available under Illinois law for the enforcement of assignments of rents and leases or otherwise.

By occupying any part of the property described herein under a Lease, each future tenant, at the option of the Lender or its successors and assigns, shall be deemed to have agreed to attorn to Lender or any purchaser of said property acquiring its interest in said property as a result of a foreclosure by Lender or Lender's acceptance of a deed in lieu of foreclosure (a "New Owner") as successor landlord, subject to the Lender's or New Owner's agreement not to disturb such tenant under its Lease so long as tenant is not in default thereunder. The recording of this Assignment is intended to impart notice to all future tenants of the foregoing provision of this Assignment. If a new Lease has been entered into in accordance with the terms of the license granted to the Assignor in this Assignment, Lender or the New Owner shall accept the tenant's attornment and shall recognize such new Lease as a direct lease between Lender or the New Owner and the tenant.

Lender shall not be liable for any loss sustained by the Assignor resulting from Lender's failure to let the property described herein after default, or from any other act or omission of Lender in managing said property after default unless the loss is caused by the willful misconduct and bad faith of Lender. Nor shall Lender be obligated to perform or discharge nor does Lender hereby undertake to perform or discharge any obligation, duty or liability of Assignor under said Leases or under or by reason of this Assignment and the Assignor shall, and does hereby agree, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under said Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender 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 Lender incur any such liability under said 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 the Assignor shall reimburse Lender therefor

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immediately upon demand and upon the failure of the Assignor to do so Lender may, at its option, declare all sums evidenced by the Note and secured hereby and by the Mortgage immediately due and payable. And it is further understood and agreed that this Assignment shall not operate to place responsibility for the control, care, management or repair of the property described herein upon Lender, nor for the performance of any of the terms and conditions of said Leases; nor shall it operate to make Lender responsible or liable for any waste committed on said property by the tenants or any other parties, or for any dangerous or defective condition of said property, or for any negligence in the management, upkeep, repair or control of said property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

This Assignment is given in connection with the Note and in support of the performance of the Assignor's obligations thereunder, and nothing herein contained shall be construed as (a) constituting Lender a "mortgagee-in-possession" of the property herein described, or (b) an assumption by the Lender of Assignor's obligations as landlord under the Leases. In particular, acceptance by Lender of this Assignment shall not obligate Lender (a) to appear in or to defend any action or proceeding relating to the Leases or to the property, (b) to perform any obligation as landlord under the Leases, (c) to pay any amount or to assume any future financial obligation of the landlord, including any obligation to pay to any tenant a security or other deposit not actually received by Lender or (d) to indemnify any tenant for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the property.

Upon payment in full of the principal sum, interest and indebtedness secured hereby and by said Note and Mortgage, and any renewal or extension thereof, this assignment shall become void and of no effect.

By execution of this Assignment, Assignor hereby authorizes and directs the tenants named in said Leases or any other or future tenant or occupant of the property described herein or in said Mortgage, to pay all rents, income and profits arising or accruing under said Leases or from the property described herein, directly to Lender upon receipt from Lender of written notice stating that there is an Event of Default under the Loan Documents, without requiring Lender to prove to the tenant the existence of any such Event of Default, and to continue so to do until otherwise notified by Lender. Assignor appoints Lender as its attorney-in-fact, coupled with an interest, with full power of substitution, in the name, place, and stead of the Assignor to do, while an Event of Default exists under the Note, Mortgage, this Assignment or any other Loan Document, all things and to perform all acts with respect to the Leases and the property described herein authorized by the terms of this Assignment, as Lender may determine from time to time in its discretion.

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

Nothing contained in this Assignment and no act done or omitted by the Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under said Note and Mortgage, and this Assignment is made and accepted

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without prejudice to any of the rights and remedies possessed by the Lender under the terms of said Note and Mortgage or any other instrument executed in connection therewith. The right of the Lender to collect the Indebtedness secured by said Mortgage, and to enforce any other security therefor held by it may be exercised by the Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

In case of any conflict between the terms of this instrument and the terms of the Note and Mortgage described above, the terms of said Note and Mortgage shall prevail.

No waiver by Lender of any default on the part of the Assignor or under said Note or Mortgage shall be held or construed to be a waiver of any other default then, theretofore or thereafter existing.

This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of the Lender and any subsequent holder of the said Note and Mortgage and shall be binding upon the Assignor, his heirs, executors, administrators, successors and assigns and any subsequent owner of the property herein and in said Mortgage described.

The term "Leases" as used herein shall include the leases or lease hereby assigned or any extension or renewal thereof or any lease subsequently executed by Assignor covering the property referred to above or any part thereof. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of Assignor hereunder are joint and several.

The term "Note" used herein shall mean Note or Notes whenever the context so requires and the term "Mortgage" shall be construed to mean deed of trust, trust deed, security deed, or any other instrument or instruments securing said Note or Notes owned and held by Lender.

All notices hereunder shall be in writing. All notices to be given hereunder may be given by any of the following means: (i) personal service, (ii) overnight delivery by a reliable courier service, or (iii) registered U.S. Mail, postage thereon prepaid, return receipt requested. Written notice shall be deemed effective as follows: (i) if by personal service or overnight delivery, upon delivery or first attempted delivery, or (ii) if by registered U.S. Mail, two days after deposit in the U.S. Mail. Notices to Assignor or Lender shall be addressed to the mailing address for the applicable party shown in the caption hereof, with notices applicable to (i) the Lender to also be sent to: Guggenheim Life and Annuity Company 227 West Monroe Street, Suite 4900, Chicago, Illinois 60606, Attn: GLAC Legal Office, and to Guggenheim Life and Annuity Company, c/o Guggenheim Commercial Real Estate Finance, LLC, 3455 Peachtree Road NE, Suite 500, Atlanta, Georgia 30326, Attn: Eugene Ansley, Jr.; and (ii) the Assignor to also be sent to 150 N. Michigan Avenue, Suite 3610, Chicago, Illinois 60601. Each of the parties may hereafter designate a different address for notices hereunder by providing notice of such designation to the other parties pursuant to the procedures set forth above.

This Assignment shall be governed by and construed under the laws of the state where the property herein described is located. Whenever the Lender's consent is required herein, such consent shall be given in Lender's sole and absolute discretion, unless otherwise specifically stated.

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Except only as to the hereinafter described matters (the "Retained Liability Matters"), liability otherwise under this instrument shall be limited to the leases assigned as security hereunder, and the Assignor (including any and all general or limited partners, members or joint venturers of such Assignor) shall not be personally liable, whether by way of election of remedy, deficiency judgment, or otherwise for any monies due hereunder, whether principal, interest, attorney's fees, or other. Nothing in this paragraph, however, shall be deemed or construed to affect the validity of this instrument or any other instrument given to secure the Note. Further provided, however, the Assignor shall be personally liable, jointly and severally, to the Lender for any and all costs, losses, damages and attorney's fees incurred or suffered by the Lender as respects any of the following Retained Liability Matters: (i) Liability for unapplied tenant security deposits, tenant letters of credit, or prepaid base rents paid to Assignor more than 30 days in advance, but not paid over to Lender upon Lender taking ownership of the Property by foreclosure or otherwise; (ii) Liability for rents and other income received by the Assignor after Assignor receives notice from Lender of an Event of Default and prior to the date Lender acquires title to the Property or a receiver is appointed for the Property (whichever occurs first), which have not been applied to the balance of the Loan or to the operating and maintenance expenses of the Property in accordance with the Loan Documents; (iii) Liability for any litigation or other legal proceeding related to the Indebtedness filed in bad faith by Assignor Guarantor, or any principal or affiliate of Assignor or Guarantor with the intention to delay, oppose, impede, obstruct, hinder, enjoin or otherwise interfere with or frustrate the efforts of Lender to exercise any rights and remedies available to Lender as provided herein and in the other Loan Documents; (iv) Liability for insurance proceeds and condemnation award proceeds or other similar funds relating to the Property and released to Assignor but not applied in accordance with the Loan Documents; (v) Liability for fraud, intentional misrepresentation or willful misconduct by Assignor with respect to the Loan and the Property; (vi) Liability for unpaid real estate taxes assessed against the Property, (A) except to the extent funds for payment of said taxes were placed and remain in escrow with Lender, its successors and assigns, or its authorized servicer and (B) except to the extent that income from the Property is not sufficient to pay the same; (vii) Liability for failure by Assignor to maintain all insurance as required in the Mortgage, (A) except to the extent funds for payment of said insurance premiums were placed and remain in escrow with the Lender, its successors and assigns, or its authorized servicer and (B) except to the extent that income from the Property is not sufficient to pay the same; (viii) Liability for damages arising from the Assignor's failure to comply with the provisions of the Loan Documents pertaining to ERISA; (ix) Liability for waste of the Property, except to the extent that such waste is caused by the failure of the Property to generate sufficient income to pay for any project costs or any required repairs or restorations; (x) Liability for a violation by Assignor of the single purpose entity provisions set forth on Exhibit C attached to the Mortgage; and (xi) Liability for any Existing Building Code Violation (as defined in Section 55 of the Mortgage); provided, however, notwithstanding the foregoing, Assignor and Guarantor shall not be liable for items (vi), (vii) or (ix) above occurring (X) during any period when Lender is acting as a mortgagee-in-possession and Assignor has no actual possession of the Property or during which a receiver has been appointed for the Property at the request of Lender or (Y) following a foreclosure of the Property or the acceptance by Lender of a deed-in-lieu thereof. Notwithstanding anything herein to the contrary, in the event of a voluntary transfer or encumbrance of the Property given as security for the Note in violation of the Loan Documents, or upon Assignor hereof commencing a voluntary bankruptcy or insolvency proceeding, the Note

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and the indebtedness evidenced thereby shall become full recourse to the Assignor hereof and any Guarantor thereof. Assignor and Guarantor's liability for the Retained Liability Matters set forth above shall survive the foreclosure of the Mortgage or the acquisition of the Property by Lender by a deed in lieu of foreclosure or any instrument given to secure the Note.

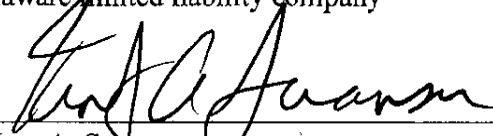
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Property of Cook County Clerk's Office

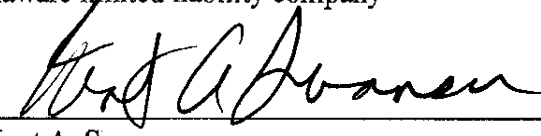
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IN WITNESS WHEREOF, the Assignor has executed this instrument as of the date first written above.

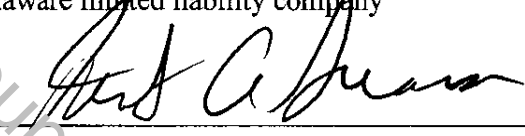
FREDO'S LLC,
a Delaware limited liability company

By: 
Kent A. Swanson
Authorized Signatory


HIDDEN CHUTES LLC,
a Delaware limited liability company

By: 
Kent A. Swanson
Authorized Signatory

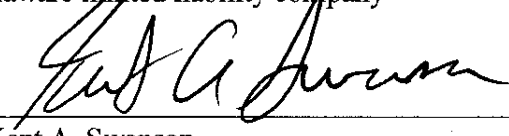
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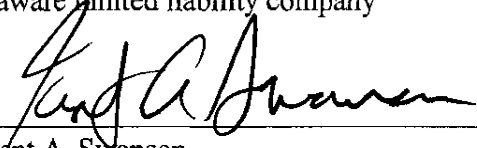
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Authorized Signatory

Property of Cook County Clerk's Office

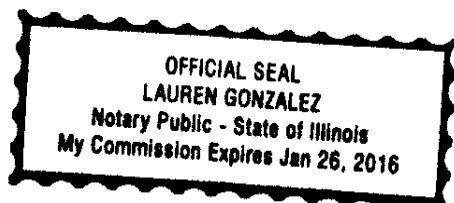
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STATE OF IL)
COUNTY OF COOK) ss.

I, Lauren Gonzalez a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kent A. Swanson personally known to me to be the Authorized Signatory of FREDO'S LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Authorized Signatory, he signed and delivered the said instrument and caused the corporate seal of said limited liability company to be affixed thereto, pursuant to authority, given by the Board of _____ of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of JULY, 2012.

Lauren Gonzalez
Notary Public
Commission expires 1/26/16

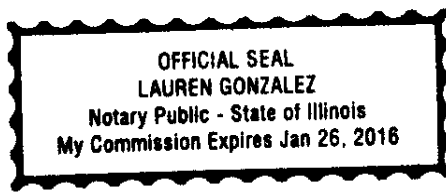


STATE OF IL)
COUNTY OF COOK) ss.

I, Lauren Gonzalez a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kent A. Swanson personally known to me to be the Authorized Signatory of HIDDEN CHUTES LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Authorized Signatory, he signed and delivered the said instrument and caused the corporate seal of said limited liability company to be affixed thereto, pursuant to authority, given by the Board of _____ of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of JULY, 2012.

Lauren Gonzalez
Notary Public
Commission expires 1/26/16



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STATE OF IL)
COUNTY OF COOK) ss.

I, Lauren Gonzalez a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kent A. Swanson personally known to me to be the Authorized Signatory of PHOENIX CHUTES LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Authorized Signatory, he signed and delivered the said instrument and caused the corporate seal of said limited liability company to be affixed thereto, pursuant to authority, given by the Board of _____ of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of July, 2012.

Lauren Gonzalez
Notary Public
Commission expires 1/26/16

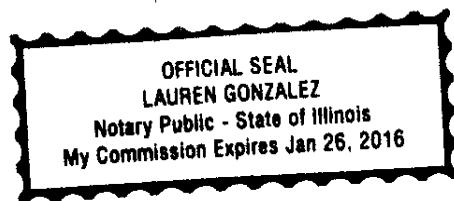


STATE OF IL)
COUNTY OF COOK) ss.

I, Lauren Gonzalez a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kent A. Swanson personally known to me to be the Authorized Signatory of UPPER PEEL LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Authorized Signatory, he signed and delivered the said instrument and caused the corporate seal of said limited liability company to be affixed thereto, pursuant to authority, given by the Board of _____ of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of July, 2012.

Lauren Gonzalez
Notary Public
Commission expires 1/26/16



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STATE OF IL)
COUNTY OF Cook) ss.

I, Lauren Gonzalez a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kent A. Swanson personally known to me to be the Authorized Signatory of PHOENIX STEPS LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Authorized Signatory, he signed and delivered the said instrument and caused the corporate seal of said limited liability company to be affixed thereto, pursuant to authority, given by the Board of _____ of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of July, 2012.

Lauren Gonzalez
Notary Public
Commission expires 1/26/16

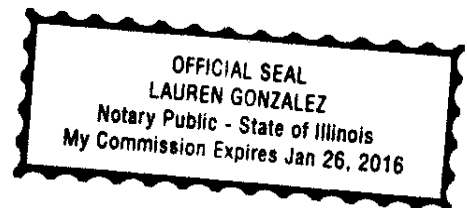


STATE OF IL)
COUNTY OF COOK) ss.

I, Lauren Gonzalez a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kent A. Swanson personally known to me to be the Authorized Signatory of POWDER ROCK GLADE LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Authorized Signatory, he signed and delivered the said instrument and caused the corporate seal of said limited liability company to be affixed thereto, pursuant to authority, given by the Board of _____ of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of July, 2012.

Lauren Gonzalez
Notary Public
Commission expires 1/26/16



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EXHIBIT "A"

Parcel One

Street Address: 6 N. Michigan Avenue Chicago, Illinois 60602

Permanent Tax Identification Numbers: 17-10-312-020-0000 (Retail 1), and 17-10-312-021-0000 (Retail 2).

PARCEL 1 (RETAIL PARCEL 1):

THAT PART OF LOTS 6 AND 7 IN BLOCK 15 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +35.29 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +17.78 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7 AFORESAID; THENCE SOUTH 89°53'59" WEST ALONG THE SOUTH LINE OF LOT 7 AFORESAID, 162.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7 AFORESAID; THENCE NORTH 00°02'23" WEST ALONG THE WEST LINE OF LOT 7 AFORESAID, 13.74 FEET; THENCE SOUTH 89°19'21" EAST, 4.17 FEET; THENCE NORTH 00°40'39" EAST, 8.73 FEET; THENCE SOUTH 89°19'21" EAST, 50.05 FEET; THENCE SOUTH 00°40'39" WEST, 0.21 FEET; THENCE SOUTH 89°19'21" EAST, 13.45 FEET; THENCE NORTH 00°40'39" EAST, 14.47 FEET; THENCE SOUTH 89°19'21" EAST, 13.59 FEET; THENCE NORTH 00°40'39" EAST, 4.63 FEET; THENCE SOUTH 89°19'21" EAST, 7.80 FEET; THENCE SOUTH 00°40'39" WEST, 1.50 FEET; THENCE SOUTH 89°19'21" EAST, 20.23 FEET; THENCE NORTH 00°40'39" EAST, 1.50 FEET; THENCE SOUTH 89°19'21" EAST, 47.34 FEET; THENCE SOUTH 00°40'39" WEST, 2.80 FEET; THENCE SOUTH 89°19'21" EAST, 5.69 FEET TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 00°01'07" WEST ALONG THE EAST LINE OF LOT 7 AFORESAID, 36.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (RETAIL PARCEL 2)

THAT PART OF LOTS 6 AND 7 IN BLOCK 15 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +35.29 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +17.78 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7 AFORESAID; THENCE NORTH 00°01'07" EAST ALONG THE EAST LINE OF LOTS 6 AND 7 AFORESAID, 50.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°57'08" WEST, 5.36 FEET;

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THENCE SOUTH 01°02'52" WEST, 2.77 FEET; THENCE NORTH 88°57'08" WEST, 12.45 FEET; THENCE NORTH 01°02'52" EAST, 7.21 FEET; THENCE NORTH 88°57'08" WEST, 19.60 FEET; THENCE SOUTH 01°02'52" WEST, 0.90 FEET; THENCE NORTH 88°57'08" WEST, 3.09 FEET; THENCE NORTH 01°02'52" EAST, 11.80 FEET; THENCE SOUTH 88°51'08" EAST, 5.05 FEET; THENCE NORTH 01°02'52" EAST, 5.05 FEET; THENCE NORTH 88°57'08" WEST, 36.46 FEET; THENCE SOUTH 01°02'52" WEST, 6.95 FEET; THENCE NORTH 88°57'08" WEST, 9.16 FEET; THENCE NORTH 01°02'52" EAST, 6.95 FEET; THENCE NORTH 88°57'08" WEST, 7.57 FEET; THENCE NORTH 01°02'52" EAST, 15.58 FEET TO THE NORTH LINE OF SAID LOT 6 AFORESAID; THENCE SOUTH 88°56'18" EAST ALONG THE NORTH LINE OF LOT 6 AFORESAID, 88.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 6 AFORESAID; THENCE SOUTH 00°01'07" WEST ALONG THE EAST LINE OF LOTS 6 AND 7 AFORESAID, 35.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS AS DEFINED AND SET FORTH IN THE OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED OCTOBER 23, 2008 AS DOCUMENT 0829718124 AND AS AMENDED BY FIRST AMENDMENT TO OPERATION AND RECIPROCAL EASEMENT AGREEMENT FOR SIX NORTH MICHIGAN AVENUE RECORDED OCTOBER 1, 2011 AS DOCUMENT 1130510066, IN COOK COUNTY, ILLINOIS.

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Parcel Two

Street Address: 33 South Wabash Avenue Chicago, Illinois 60602

Permanent Tax Identification Number: 17-15-101-021

PARCEL 1 (RETAIL PARCEL):

RETAIL C1

THAT PART OF LOT 6 AND LOT 7 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.13 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.16 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE THEREOF, 42.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'06" EAST, 7.50 FEET; THENCE SOUTH 00°00'00" WEST, 6.46 FEET; THENCE SOUTH 90°00'00" EAST, 31.21 FEET; THENCE NORTH 00°00'00" EAST, 0.75 FEET; THENCE SOUTH 90°00'00" EAST, 15.00 FEET; THENCE NORTH 00°00'00" EAST, 3.38 FEET; THENCE SOUTH 90°00'00" EAST, 4.25 FEET; THENCE SOUTH 00°00'00" WEST, 10.19 FEET; THENCE NORTH 90°00'00" WEST, 4.42 FEET; THENCE SOUTH 00°00'00" WEST, 15.44 FEET; THENCE SOUTH 90°00'00" EAST, 5.42 FEET; THENCE SOUTH 00°00'00" WEST, 25.25 FEET; THENCE SOUTH 90°00'00" EAST, 18.62 FEET; THENCE SOUTH 00°25'20" WEST, 46.68 FEET; THENCE NORTH 89°34'40" WEST, 0.27 FEET; THENCE SOUTH 00°25'20" WEST, 7.88 FEET; THENCE SOUTH 89°52'09" WEST, 0.30 FEET; THENCE SOUTH 00°03'05" EAST, 10.89 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89°54'23" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 32.12 FEET; THENCE NORTH 00°00'00" EAST, 8.79 FEET; THENCE NORTH 89°59'56" WEST, 34.83 FEET; THENCE NORTH 00°00'01" EAST, 0.91 FEET; THENCE NORTH 89°59'56" WEST, 5.92 FEET; THENCE SOUTH 00°00'00" WEST, 0.67 FEET; THENCE NORTH 90°00'00" WEST, 3.75 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00°00'00" EAST, 109.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL C2

THAT PART OF LOT 6 AND LOT 7 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW AN INCLINED PLANE DEFINED BY THE HEREINAFTER DESCRIBED POINTS A, B AND C AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.16 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID

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TRACT; THENCE NORTH 89°54'23" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 24.58 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO THE HERETOFORE MENTIONED POINT A, HAVING AN ELEVATION OF +23.83 FEET CHICAGO CITY DATUM; THENCE NORTH 89°54'23" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 19.92 FEET TO A POINT, SAID POINT BEING ALSO THE HERETOFORE MENTIONED POINT B, HAVING AN ELEVATION OF +34.13 FEET CHICAGO CITY DATUM; THENCE NORTH 00°00'00" EAST, 8.79 FEET TO A POINT, SAID POINT BEING ALSO THE HERETOFORE MENTIONED POINT C, HAVING AN ELEVATION OF +34.13 FEET CHICAGO CITY DATUM; THENCE NORTH 89°59'56" WEST, 19.92 FEET; THENCE SOUTH 00°00'01" WEST, 8.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED SEPTEMBER 9, 2005 BY AND BETWEEN THE ART INSTITUTE OF CHICAGO, AN ILLINOIS NOT-FOR-PROFIT CORPORATION AND MONROE/WABASH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 9, 2005 AS DOCUMENT NUMBER 0525232121 FOR INGRESS AND EGRESS THROUGH THE LOBBY AREA AS DESCRIBED THEREIN AND PURSUANT TO THE TERMS CONTAINED THEREIN.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED SEPTEMBER 25, 2009 AND RECORDED SEPTEMBER 25, 2009 AS DOCUMENT NUMBER 0926818077, AS AMENDED BY THAT FIRST AMENDMENT DATED APRIL 9, 2010 AND RECORDED APRIL 12, 2010, AS DOCUMENT NUMBER 1010229052 BY AND BETWEEN MONROE/WABASH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MONROE/WABASH SAIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ITS SUCCESSORS, GRANTEES AND ASSIGNS) FOR SUPPORT, COMMON WALLS, CEILINGS AND FLOORS, EQUIPMENT AND UTILITIES, INGRESS AND EGRESS, MAINTENANCE AND ENCROACHMENTS, OVER THE LAND DESCRIBED THEREIN.

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Parcel Three

Street Address: 5343 N. Broadway Street Chicago, Illinois 60640

Permanent Tax Identification Numbers: 14-08-207-003-0000; 14-08-207-004-0000; 14-08-207-005-0000; 14-08-207-006-0000; and 14-08-207-007-0000.

LOTS 13 THROUGH 23, INCLUSIVE, LOTS 27 AND 28, AND LOT 24 (EXCEPT THE NORTH 18 FEET THEREOF) IN BLOCK 9 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14,

EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL ALLEYS NOW VACATED OR PARTS OF THE ORIGINAL ALLEYS NOW VACATED WITHIN SAID SUBDIVISION LYING SOUTH OF A LINE 18 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 24 EXTENDED TO THE EAST LINE OF SAID LOT 28, ALL IN COOK COUNTY, ILLINOIS.

THE PARCEL OF REAL PROPERTY ABOVE MAY ALSO BE DESCRIBED AS:

THAT PART OF LOTS 13 THROUGH 23, INCLUSIVE, LOTS 27 AND 28 AND LOT 24 (EXCEPT THE NORTH 18 FEET THEREOF) IN BLOCK 9 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH ALL ALLEYS NOW VACATED OR PARTS OF THE ORIGINAL PARCEL 1: ALLEYS NOW VACATED WITHIN SAID SUBDIVISION LYING SOUTH OF A LINE 18 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 24 EXTENDED TO THE EAST LINE OF THE SAID LOT 28, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID LOTS 15 TO 24, INCLUSIVE, A DISTANCE OF 481.16 FEET TO A POINT OF THE SOUTH LINE OF THE NORTH 18 FEET OF SAID LOT 24; THENCE NORTH 89° 55'53" EAST ALONG THE LAST MENTIONED SOUTH LINE, 165.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 27; THENCE NORTH 00° 00'00" EAST ALONG THE WEST LINE OF SAID LOT 27, A DISTANCE OF 117.98 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89° 55'53" EAST ALONG THE NORTH LINES OF LOTS 27 AND 28, A DISTANCE OF 85.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 00°00'00" WEST ALONG THE EAST LINE OF LOT 28, THE EAST LINE OF A 20 FOOT VACATED ALLEY AND THE EAST LINE OF SAID LOT 13, A DISTANCE OF 599.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 89° 59'40" WEST ALONG THE SOUTH LINE OF LOTS 13 AND 14 AND THE SOUTH LINE OF A 15 FOOT VACATED ALLEY AND THE SOUTH LINE OF THE LOT 15 A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Parcel Four

Street Address: 846 W. Armitage Avenue Chicago, Illinois 60614

Permanent Tax Identification Number: 14-32-227-043-0000

LOT 24 AND THE EAST 8 FEET OF LOT 25 IN BLOCK 7 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32 AND SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE DESCRIBED PARCEL OF LAND MAY ALSO BE DESCRIBED AS: BEGINNING AT NORTHWEST CORNER OF WEST ARMITAGE AVENUE AND NORTH DAYTONA STREET, THENCE N 89 DEGREES 51'12"W, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY: THENCE, N 89 DEGREES 51'12"W, A DISTANCE OF 32.00 FEET, THENCE N 00 DEGREES 09'39" E, A DISTANCE OF 125.00 FEET, THENCE S 89 DEGREES 51' 12"E, A DISTANCE OF 32.00 FEET, THENCE S 00 DEGREES 09'39" E, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING, IN BLOCK 7 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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Parcel Five

Street Address: 953 W. Belmont Avenue Chicago, Illinois 60657

Permanent Tax Identification Number: 14-29-204-001-0000

PARCEL 1:

LOTS 23 TO 27 (EXCEPT THE SOUTH 97 FEET OF SAID LOTS) IN MEISWINKEL'S SUBDIVISION OF THE WEST 768.37 FEET OF THAT PART OF THE NORTH 1/4 OF BLOCK 1 LYING WEST OF GREEN BAY ROAD IN THE CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN DEED RECORDED NOVEMBER 1, 1911 AS DOCUMENT 4860121 FOR INGRESS AND EGRESS FOR PASSAGEWAY AND THE RIGHT TO CONSTRUCT FIRE ESCAPES OVER AND UPON THE FOLLOWING: THE NORTH 13 FEET OF THE SOUTH 97 FEET OF SAID LOTS 23 TO 27 IN MEISWINKEL'S SUBDIVISION AFORESAID.

PARCEL 1 ABOVE MAY ALSO BE DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 23 TO 27 IN MEISWINKEL'S SUBDIVISION OF THE WEST 768.37 FEET OF THAT PART OF THE NORTH 1/4 OF BLOCK 1 LYING WEST OF GREEN BAY ROAD IN THE CANAL TRUSTEES SUBDIVISION OF EAST 'A' OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE EAST 127.22 (MEASURED AND RECORD) FEET ALONG THE NORTH LINE OF SAID LOTS 23 TO 27 TO THE NORTHEAST CORNER OF SAID LOT 23; THENCE SOUTH 60.30 FEET (60.48 FEET BY RECORD) ALONG THE EAST LINE OF SAID LOT 23 TO A POINT OF INTERSECTION WITH A LINE 97.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 23 TO 27; THENCE WEST 127.22 (MEASURED AND RECORD) FEET ALONG SAID LINE 97.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 23 TO 27 TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 27; THENCE NORTH 60.12 FEET (60.10 FEET BY RECORD) ALONG THE WEST LINE OF SAID LOT 27 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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Parcel Six

Street Address: 227 E. Ontario Street Chicago, Illinois 60611

Permanent Tax Identification Numbers: 17-10-206-008-0000; 17-10-206-009-0000; 17-10-206-010-0000; and 17-10-206-011-0000.

PARCEL 1:

LOTS 9, 10, 11 AND 12 (EXCEPT THE EAST 9 INCHES THEREOF) IN SUB BLOCK 1 OF BLOCK 31 IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF MAINTAINING THE TWO-STORY BRICK-BUILDING LOCATED ON THE LAND AND EXTENDED OVER THE LAND WEST AND ADJOINING BY 0.50 FEET, BY ENCROACHMENT EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 0821718102, BY AND BETWEEN YPI 211 ONTARIO GROUND LESSOR, LLC AND NORTHWESTERN MEMORIAL HOSPITAL.

PARCEL 1 IS ALSO KNOWN AS (PERIMETER LEGAL):

THAT PART OF LOTS 9, 10, 11, AND 12 IN SUB BLOCK 1 OF BLOCK 31 IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89°58'18" EAST ALONG THE NORTH LINE OF SAID LOTS, 98.25 FEET TO THE WEST LINE OF THE EAST 9 INCHES OF SAID LOT 12; THENCE SOUTH 00°03'25" WEST ALONG THE LAST MENTIONED WEST LINE, 120.08 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 89°59'37" WEST ALONG THE SOUTH LINE OF SAID LOTS, 98.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 00°03'25" EAST ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 120.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.