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Recording requested by, and
when recorded mail to:

Otten, Johnson, Robinson,
Neff & Ragonetti, P.C.
950 Seventeenth Street
Suite 1600
Denver, Colorado 80202
Attention: Kevin A. Gliwa, Esq.

SECOND ASSIGNMENT OF LEASES AND RENTS AND OTHER INCOME

THIS SECOND ASSIGNMENT OF LEASES AND RENTS AND OTHER INCOME (this "Assignment") is given as of March 11, 2013, by DK ROLLING EXCHANGE, LLC, a Delaware limited liability company, and D&K ELK GROVE INDUSTRIAL II, LLC, a Delaware limited liability company, jointly and severally as tenants in common, each having an address at 33 West Monroe Street, 19th Floor, Chicago, Illinois 60603 (collectively, "Assignor"), to AMERICAN GENERAL LIFE INSURANCE COMPANY, a Texas corporation ("Assignee"), whose address is 1999 Avenue of the Stars, 38th Floor, Los Angeles, California 90067-6022.

RECITALS

A. Assignor is the owner of the real property described in Exhibit A attached hereto. Such real property, together with all improvements now or hereafter located thereon and all appurtenances thereto, is referred to as the "Property."

B. Each Assignor has executed an Affiliate Guaranty Agreement of even date herewith (the "Affiliate Guaranty Agreement"). Payment of each Assignor's obligations under the Affiliate Guaranty Agreement is secured, in part, by a Second Mortgage, Security Agreement, Fixture Filing, Financing Statement, and an Assignment of Leases and Rents of even date herewith (the "Mortgage"), each made by Assignor for the benefit of Assignee and

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encumbering the Property. Capitalized terms used in this Assignment and not otherwise defined shall have the meanings for such terms set forth in the Mortgage.

ASSIGNMENT

NOW, THEREFORE, to induce Assignee to make the Loan, as a partial source of repayment of Assignor's obligations under the Affiliate Guaranty Agreement, and as additional security for the payment and performance of all obligations of Assignor to Assignee evidenced by or referred to in the Aggregate Loan Documents, whether now existing or subsequently incurred, Assignor hereby undertakes and agrees as follows:

1. Assignment of Leases. Assignor hereby presently, absolutely and unconditionally assigns, sells, and conveys to Assignee all of Assignor's right, title, and interest in and to all leases or occupancy agreements, in whatever form, which now or subsequently affect all or any part of the Property. All such leases and occupancy agreements are collectively referred to as the "Leases."

2. Assignment of Rents and Other Income. Assignor hereby assigns, sells, and conveys to Assignee all of Assignor's right, title, and interest in and to all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, contract rights, and benefits of every nature of and from the Property. After the occurrence of an Event of Default, Assignor does hereby irrevocably appoint Assignee as its true and lawful attorney in its name and stead (with or without taking possession of the Property) to rent, lease or let all or any portion of the Property to any party or parties at such rent and upon such terms as Assignee in its sole discretion may determine, and to collect all of such rents, issues, deposits profits and avails now due or that may hereafter become due under any and all of the Leases, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Property pursuant to the provisions set forth hereinbelow. This Assignment confers upon Assignee a power coupled with an interest and it cannot be revoked by Assignor.

3. Ownership and Preservation of Leases. Assignor represents, warrants, and covenants that it now is (or with respect to Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the Leases, with full right and title to assign the same and the rents, income, and profits due or to become due thereunder; that any existing Leases are valid, in full force and effect, and have not been modified or amended; that there is no outstanding assignment or pledge thereof or of the deposits (for security or otherwise), rents, income and profits due or to become due thereunder; that to the best of Assignor's knowledge there are no existing defaults under the terms thereof on the part of any party thereto; that, to the best of Assignor's knowledge, the lessees thereunder have no present defenses, set-offs, or counterclaims against Assignor; and that no rents, income, or profits payable thereunder have been (to the best of its knowledge) or will be hereafter discounted, released, waived, compromised, or otherwise discharged without Assignee's prior written consent. Except as expressly permitted by the terms of Section 5.3 of the Mortgage, Assignor will not cancel, terminate, or permit the surrender of any Lease, or amend or modify any provision thereof without the prior written consent of Assignee. Any such attempted cancellation, termination,

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surrender, amendment, modification, or assignment of any Lease without the prior written consent of Assignee shall, at Assignee's option, be null and void.

4. Defense of Actions. Assignor will, at Assignor's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any way connected with the Leases or the obligations, duties, or liabilities of the lessor or lessee thereunder, and, in the event that Assignee becomes a party to such action or proceeding, will at its sole cost and expense defend Assignee in connection therewith with counsel acceptable to Assignee and pay on request all costs and expenses, including attorneys' fees, which Assignee may incur in connection with Assignee's appearance in any such action or proceeding.

5. Assignee's Right of Possession. At any time after the execution of this Assignment, Assignee may, at its option, enter and take possession of the premises affected by any Lease and perform all acts necessary for the operation and maintenance of such premises in the same manner and to the same extent as Assignor could do the same things. Without limiting the effect of the preceding sentence, Assignee is empowered, but shall have no obligation, to collect the rents, income, and profits accruing under the Leases or any of them, to enforce payment thereof and the performance of any and all terms and provisions thereof, to exercise all the rights and privileges of Assignor thereunder, including the right to fix or modify rents, to demand and sue for possession of the premises covered by any Lease, and to relet such premises and collect the rents, income, and profits resulting from such reletting. Assignee will from time to time apply the net income derived under the Leases, after payment of all proper costs and charges, past and present (including any loss or damage of the nature referred to in Section 8 hereof, and including reasonable attorneys' fees and other costs of collection), to any sums then due Assignee under the Loan Documents, in such order as Assignee may elect, but Assignee will in no event be accountable for any sums not actually received by Assignee pursuant to this Assignment.

6. Forbearance by Assignee. By accepting this Assignment, Assignee agrees not to exercise the rights and powers granted in Section 5 above until and unless there has been a default by Assignor (following any applicable notice or cure period) in the payment or performance of any obligation contained in, secured by, or referred to in the Aggregate Loan Documents. If any such default occurs and is not cured within any applicable grace or cure period, Assignee may at any time (including the time covered by any foreclosure proceeding and the period provided for redemption, if any) without notice, proceed to exercise any or all of the rights and powers conferred upon Assignee in said Section 5.

7. Direction to Lessees. Assignor hereby irrevocably and unconditionally agrees and directs that the lessee under each Lease shall, upon demand and notice from Assignee, pay all rents, income, and profits under such Lease to Assignee, without liability on the part of such lessee for determining the validity or propriety of Assignee's demand, and notwithstanding any claim by Assignor that Assignee's exercise of its right to receive payment is invalid or improper. Assignor will have no claim against any such lessee for any rents or other sums paid by such lessee to Assignee and hereby agrees to indemnify, defend and hold any such lessee harmless from and against losses, damages, costs and expenses (including but not limited to reasonable attorneys' fees) arising from any claim that any such lessee's payment of rents or other sums to Assignee was improper or unlawful.

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8. Limitation on Assignee's Duties; Indemnification. Prior to Assignee's actual entry and taking possession of the premises immediately affected by any Lease, this Assignment shall not operate to place responsibility upon Assignee for the condition, safety, control, care, management, or repair of such premises. Nothing contained herein shall be construed to bind Assignee at any time to the performance of any of the terms or provisions in any Lease, or otherwise to impose any obligation on Assignee, including, without limitation, any liability under any covenant of quiet enjoyment contained in any Lease if any Lease is terminated or any lessee dispossessed upon foreclosure of any of the Aggregate Loan Documents. Assignor agrees to indemnify and hold Assignee harmless of and from any and all claims, liabilities, losses, expenses, or damages, including attorneys' fees, which Assignee may incur under any Lease, or by reason of this Assignment, as well as any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under any such Lease or under or by reason of this Assignment, except that Assignor shall not indemnify Assignee against any liability arising as the result of Assignee's gross negligence or willful misconduct in the exercise of its remedies hereunder.

9. Performance by Assignor. Assignor will perform, both before and (to the extent that rentals and other revenues from the Property, if required, are available to Assignor) after any exercise by Assignee of its rights or powers herein set forth, all of Assignor's covenants, agreements, and obligations as lessor under the Leases, and will neither do nor fail to do anything which may result in any release of liability of any lessee or lease guarantor or the accrual of any right in any lessee to withhold any rent or other sum payable under the terms of any Lease. Upon request of Assignee, Assignor will give prompt notice to Assignee of any notice of default received from any lessee or from any other person, and will furnish Assignee with a copy of any such notice. If requested by Assignee, Assignor will enforce each Lease and all remedies available to Assignor against the lessee thereunder in the event of any default by such lessee.

10. Assignor's Negative Covenants. Assignor will not make any other or further assignment of any Lease or of any interest therein, or of any of the rents payable thereunder, except any further assignments to Assignee. Except as expressly permitted by the terms of Section 5.3 of the Mortgage, Assignor will not modify or amend the terms of any guaranty of any Lease or cancel or terminate any such guaranty, nor consent to the assignment of any Lease, or any subletting thereunder, without the prior written consent of Assignee. In addition to those obligations set forth in any of the Aggregate Loan Documents, Assignor will, within ten (10) days following the request of Assignee, deliver to Assignee a certified rent roll of all Leases in such detail and containing such information as Assignee may reasonably request.

11. Assignee's Right to Perform Defaulted Obligations. If Assignor fails to make any payment or to perform any act required of Assignor under the terms hereof, then Assignee may, but will not be obligated to, without further notice to or demand on Assignor, and without releasing Assignor from any obligation under this Assignment, make the payment or perform the act in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignor or Assignee, and performing or discharging any obligation, covenant, or agreement of Assignor

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under any Lease. In exercising any of such powers, Assignee may pay all necessary costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees. Any sum advanced or paid by Assignee for any such purpose shall be immediately due and payable to Assignee, and shall bear interest from the date paid or advanced by Assignee until repaid by Assignor at the "**Default Rate**" as specified in the Other Note.

12. Cross-Default Clause. Any default by Assignor in the performance or observance of any covenant or condition hereof shall be deemed an Event of Default under each of the Aggregate Loan Documents, entitling Assignee to exercise all or any remedies available to Assignee under the terms of any or all Aggregate Loan Documents, and an Event of Default under any other Aggregate Loan Document shall be deemed a default hereunder, entitling Assignee to exercise any or all remedies provided for herein. Failure by Assignee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any default by Assignor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.

13. Reassignment by Assignee. Assignee may assign all or part of Assignor's right, title, and interest in any or all Leases (to the extent of the interests therein conferred upon Assignee by the terms hereof) to any subsequent holder, owner, co-owner or participant, of or in the Affiliate Guaranty Agreement or other Aggregate Loan Documents, or to any person who acquires title to the Property through foreclosure or otherwise. From and after the acquisition of title to the Property by any person, through foreclosure or conveyance in lieu of foreclosure, no assignee of Assignor's interest in any Lease shall be liable to account to Assignor for the rents, income, and profits thereafter accruing. The recording of any valid release of the Mortgage shall operate as a release of this Assignment in favor of the then owner of the Property; provided, that the recording of any valid partial release of the Mortgage shall operate as a release hereof only with respect to that portion of the Property thereby released from the Mortgage, the term "**Property**" as used herein being deemed hereafter to refer only to that portion of the Property remaining encumbered by the Mortgage and the term "**Assignor**" as used herein being deemed hereafter to refer only to the owner or owners of such remaining portion of the Property; and provided further, that the affidavit of any officer of Assignee stating that any part of the indebtedness secured hereby remains unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may and is hereby authorized to rely upon such affidavit.

14. Binding Effect. The provisions of this Assignment shall bind and benefit the parties hereto and their respective successors and permitted assigns.

15. Notices. Notices under this Assignment shall be given in the manner set forth in Section 10.10 of the Mortgage.

16. Limitation of Liability. Nothing herein contained shall be construed as making or constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee pursuant to the provisions set forth herein. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

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17. Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Assignee and shall not be deemed exclusive of any of the remedies granted in the Affiliate Guaranty Agreement, the Mortgage or any of the other Aggregate Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

18. Continual Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Aggregate Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but that this Assignment shall continue in full force and effect until the payment and discharge of any and all indebtedness secured hereby, in whatever form such indebtedness may be, and until the indebtedness secured hereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, and avails of the Property, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, 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.

19. Governing Law. This Assignment shall be construed and enforced according to the laws of the State of Illinois.

20. Rights and Remedies. All rights and remedies set forth in this Assignment and in the other Aggregate Loan Documents are cumulative, and the holder of the Affiliate Guaranty Agreement and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of the performance by such other party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

21. Interpretation. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein.

22. Successors and Assigns. This Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Assignor and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Affiliate Guaranty Agreement or this Assignment. The word "Assignee," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of

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the Affiliate Guaranty Agreement. This Assignment shall run with the land constituting the Property.

23. Non-Recourse; Exceptions to Non-Recourse. Except as expressly set forth in the Affiliate Guaranty Agreement and the other Loan Documents, the recourse of Assignee with respect to the obligations of Assignor evidenced by the Affiliate Guaranty Agreement and the other Loan Documents shall be solely to the Property, Chattels and Intangible Personalty (as such terms are defined in the Mortgage), and any other collateral given as security for the Affiliate Guaranty Agreement.

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IN WITNESS WHEREOF, each Assignor has executed and delivered this Second Assignment of Leases and Rents and Other Income as of the date first mentioned above.

ASSIGNOR:

DK ROLLING EXCHANGE, LLC,
a Delaware limited liability company

By: **DK ROLLING ASSOCIATES LIMITED PARTNERSHIP,**
an Illinois limited partnership, its Sole Member

By: **D&K ROLLING LLC,**
an Illinois limited liability company,
its Managing General Partner

By: **DRAPER AND KRAMER INVESTMENTS CORP.,**
a Delaware corporation,
its Sole Member

By: *Forrest D. Bailey*
Name: Forrest D. Bailey
Title: President

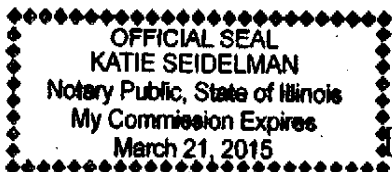
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, *Katie Seidelman*, certify that Forrest D. Bailey, as President of Draper and Kramer Investments Corp., a Delaware corporation, as Sole Member of D&K Rolling LLC, an Illinois limited liability company, as Managing General Partner of DK Rolling Associates Limited Partnership, an Illinois limited partnership, as Sole Member of DK Rolling Exchange, LLC, a Delaware limited liability company, 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 acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dated: *03/07/13*

My commission expires *03/21/15*

Witness my hand and official seal.



Katie Seidelman
Notary Public

[Signatures continue on the following page]

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D&K ELK GROVE INDUSTRIAL II, LLC,
a Delaware limited liability company

By: **D&K ELK GROVE INDUSTRIAL MANAGER II, LLC,**
a Delaware limited liability company, its Manager

By: **DRAPER AND KRAMER INVESTMENTS CORP.,**
a Delaware corporation, its sole member

By: *Forrest D. Bailey*
Name: Forrest D. Bailey
Title: President

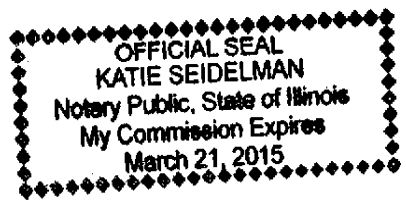
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, *Katie Seidelman*, certify that Forrest D. Bailey, as President of Draper and Kramer Investments Corp., a Delaware corporation, as Sole Member of D&K Elk Grove Industrial Manager II, LLC, a Delaware limited liability company, as Manager of D&K Elk Grove Industrial II, LLC, a Delaware limited liability company, 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 acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dated: *03/07/13*

My commission expires *03/21/15*

Witness my hand and official seal.



Katie Seidelman
Notary Public

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**EXHIBIT A
TO
ASSIGNMENTS OF LEASES AND RENTS AND OTHER INCOME**

(Legal Description)

PARCEL 1:

LOT 1 IN RBC TECH CENTER SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHWEST ¼ OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 10 IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 25 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 11 IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 1 IN RBC TECH CENTER SUBDIVISION UNIT 2, A RESUBDIVISION OF LOT 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY TAKEN BY CONDEMNATION ORDER ENTERED IN CASE 02L50283: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREES 11 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 25.00 FEET; THENCE SOUTH 46 DEGREES 17 MINUTES 46 SECONDS EAST, 35.29 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE SOUTH 88 DEGREES 36 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 2 IN THE RESUBDIVISION OF LOTS 12 TO 16, BOTH INCLUSIVE, IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

LOT 1 IN REGENT BUSINESS CENTER PARCEL F, BEING A RESUBDIVISION OF LOTS 1 THROUGH 9, BOTH INCLUSIVE, IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 2 IN REGENT BUSINESS CENTER PARCEL F, BEING A RESUBDIVISION OF LOTS 1 THROUGH 9, BOTH INCLUSIVE, IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 3 IN REGENT OFFICE CENTER-PHASE II, BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCEL 9 CREATED BY CROSS-EASEMENT AGREEMENT FOR INGRESS AND EGRESS RECORDED MAY 19, 1999 AS DOCUMENT 99485434 BETWEEN LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST NO. 51005 AND THE CHICAGO TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 1107118 OVER THE HIGGINS DRIVEWAY AND THE PORTION OF THE ACCESS DRIVE LOCATED ON THE CHICAGO PROPERTY AS DEPICTED ON EXHIBIT C.

PROPERTY ADDRESSES: 821-891 BUSSE ROAD, 1810-1860 JARVIS AVENUE, 870-898 CAMBRIDGE DRIVE, 901-985 BUSSE ROAD, 1800 LANDMEIER ROAD, 901-951 CAMBRIDGE DRIVE, 1001-1051 CAMBRIDGE DRIVE AND 1500 HIGGINS ROAD, ELK GROVE VILLAGE, ILLINOIS.

PIN: 08-26-300-026-0000; 08-26-300-016-0000; 08-26-300-017-0000; 08-26-300-027-0000; 08-26-300-024-0000; 08-26-300-028-0000; 08-26-300-029-0000; 08-22-403-015-0000