This document was prepared by, and after recording, return to:

ARONBERG GOLDGEHN
330 North Wabash Ave. – Suite 1700
Chicago, Illinois 60611
Attention: Ned S. Robertson

Permanent Tax Index Numbers: 16-16-310-018-0000; 16-16-310-019 0000; 16-16-411-001-0000



Doc#: 1311522015 Fee: \$64.00 RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/25/2013 08:40 AM Pg: 1 of 14

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Property Address:

1001 South Laramie Avenue Chicago, Illinois

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ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as of April 12, 2013 ("Assignment"), is jointly and severally executed by CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, as successer to Banco Popular and formerly known as Capitol Bank and Trust Company, whose address is 10 South LaSalle Street, (Suite 2750), Chicago, Illinois 60603, not personally, but solely as Trustee ("Trustee") under a Trust Agreement dated March 30, 1981 and known as Trust No. 175 ("Trust Agreement"), and 1001 SOUTH LARAMIE, LLC, an Illinois limited liability company ("Beneficiary"; the Trustee and the Beneficiary being collectively referred to herein as the "Assignor"), whose address is 1011 South Laramie Avenue, Chicago, Illinois 60644, to and for the benefit of COLE TAYLOR BANK, an Illinois state bank (the "Assignee"), whose address is 225 West Washington Street, 8th Floor, Chicago, Illinois.

<u>R E C I T A L S</u>:

- A. The Assignee has agreed to loan to the Assignor the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) ("Loan"), as evidenced by that certain Mortgage Note of even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "Note"), executed by the Assignor and made payable to the order of the Assignee.
- B. The Trustee is the record owner of the Premises, as hereinafter defined), and the Beneficiary owns one hundred percent (100%) of the beneficial interest of, and power of direction in, the Trust Agreement.

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C. A condition precedent to the Assignee's making of the Loan to the Assignor is the execution and delivery by the Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENTS:

- 1. <u>Definitions</u>. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Rents and Leases Ard Fixture Filing of even date herewith, executed by the Trustee to and for the benefit of the Assignee and joined in by the Beneficiary ("Mortgage").
- 2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Assigner, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legal'y lescribed in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease" and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is a collateral assignment and hypothecation of the foregoing interests to the Assignee giver, to secure:
 - (a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all reasonable costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
 - (b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.
- 3. <u>Representations and Warranties of the Assignor</u>. The Assignor represents and warrants to the Assignee that:

- (a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;
 - (b) the Assignor is the lessor under all Leases;
- (c) there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder (except for such assignments that Assignee has knowledge of and which are in the process of being released, as of the date hereof), nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;
- (d) the Assignor has not executed any instrument or performed any act which may prevent the Assignee from operating under any of the terms and provisions hereof or which would limit the Assignee in such operation; and
- (e) there are no uncured defaults by the landlord and, to the Assignee's knowledge, there are no material defaults by tenants under any Leases.
- 4. <u>Covenants of the Assignor</u>. The Assignor covenants and agrees that so long as this Assignment shall be in effect:
 - (a) The Assignor shall not enter into any new lease for any portion of the Premises unless the Assignor obtains the Assignee's prior written consent to all aspects of such new Lease, which consent shall not be unreasonably withheld;
 - (b) the Assignor shall observe and perform at of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not (i) release the liability of any tenant under any Lease, except as specifically provided therein, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future tentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;
 - (c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;
 - (d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

- (e) the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, that would materially and adversely affect Assignor's interest therein; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;
- the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease of of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a proger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Assignee;
- (g) the Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law, that would materially and adversely affect Assignor's interest therein;
- (h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease, except as specifically provided therein;
- (i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings against Assignor arising under, relating to or in any manner connected with any Lease or the obligations, duties colliabilities of the lessor or any tenant or guarantor thereunder, and, following a continuing Event of Default, shall pay all reasonable costs and expenses of the Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Assignee may appear;
- (j) the Assignor shall give prompt notice to the Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;
- (k) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Assignee of any material breach by the tenant or guarantor under any such Lease;
- (l) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;;

- (m) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been collaterally assigned pursuant to this Assignment and agrees not to look to the Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such security deposit has actually been received by the Assignee as security for tenant's performance under such Lease; and
- (n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned lereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Assignee, which consent shall not be unreasonably withheld, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignee and the Assignee. The Assignor hereby assigns any such payment to the Assignee and further covenants and agrees that upon the request of the Assignee, it will duly endorse to the order of the Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.
- 5. Rights Prior to Default. Unless or intil an Event of Default (as defined in Section 6) shall occur and be continuing, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain use and enjoy the same. Upon the occurrence and continuation of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.
- 6. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenarts, agreements, representations, warranties or other provisions hereof which is not cured or waved within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Note, the Mortgage or any of the other Loan Documents.
- 7. Rights and Remedies Upon Default. At any time following the occurrence and continuation of any Event of Default, the Assignee, at its option and in its reasonable discretion, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor (except as may be required hereunder or under any other Loan Documents and to the extent permitted by applicable law), without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

- (a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;
- (b) Enter upon and take possession of the Premises without disturbing the peace and to the extent permitted by applicable law, either in person or by authorized agent or by a receiver appointed by a court of competent jurisdiction, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may reasonably deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may be reasonably necessary, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Assignee deems reasonably necessary or proper;
- Entrer with or without taking possession of the Premises, demand, sue for, (c) settle, compromise collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Assignee at any time following the occurrence and continuation of any Event of Default, without proof of default hereunder, upon receipt from the Assignee of written notice to thereafter pay all such rents and other amounts to the Assignee and to comply with any notice or demand by the Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Assignee; and
- (d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem reasonably necessary, and any amount so paid by the Assignee shall become immediately due and payable by the Assignor following demand by Assignee with interest thereon until paid at the Default Rate and shall be secured by this Assignment.
- 8. <u>Application of Proceeds</u>. All sums collected and received by the Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Assignee may reasonably determine.
- 9. <u>Limitation of the Assignee's Liability</u>. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or from any other act or omission of the Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default, except to the extent resulting from the gross

negligence, willful misconduct by the Assignee with respect thereto. The Assignee shall not be obligated to observe, perform or discharge, nor does the Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Assignee) and hold the Assignee harmless from and against any and all reasonable liability, loss or damage which the Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be listile for any liability, loss or damage which the Assignor incurs as a result of the Assignee's gross negligence or willful misconduct. Should the Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the reasonable amount thereof, including reasonable costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor following demand by Assignce with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shell not operate to place responsibility upon the Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger, except to the extent resulting from the gross negligence or willful misconauct by the Assignee with respect thereto. Nothing set forth herein or in the Mortgage, and no exercise by the Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construct as constituting the Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions hereof or of the Mortgage.

- 10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Assignee under the terms and provisions of such instruments, and the Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 11. <u>Further Assurances</u>. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may reasonably designate) and shall do or cause to be done such further

acts, as the Assignee may reasonably request in order to permit the Assignee to perfect, protect, preserve and maintain the assignment made to the Assignee by this Assignment.

- 12. <u>Security Deposits</u>. The Assignor acknowledges that the Assignee has not received, as of the date hereof, for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assumes no responsibility or liability for any security so deposited and not received by or on behalf of Assignee.
- 13. <u>Severability</u>. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Assignee and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.
- 14. <u>Successors and Assigns</u>. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Assignee under this Assignment shall inure to the benefit of the Assignee and its successors and assigns.
- 15. <u>Written Modifications</u>. Tr.is Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Assignee at the time of such amendment, modification or supplement.
- 16. <u>Duration</u>. This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.
- 17. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 18. <u>Notices</u>. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Assignee, as the case may be, as specified in the Mortgage.
- 19. <u>WAIVER OF TRIAL BY JURY</u>. THE ASSIGNOR AND THE ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS

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ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

Trustee's Exculpation. This Assignment is executed by Chicago Title Land Trust Company ("Trustee"), not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Land Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Previous and has no agents, employees or control over the management of the Premises and no knowledge or of other factual matters except as represented to the Trustee by the Beneficiary. No personal lability or personal responsibility is assumed by or shall at any time by asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Assignment, all such liability being expressly waived by the Assignee and by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, coverant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Promises conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor

[Signature Page Follows]

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IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.



CHICAGO TITLE LAND TRUST COMPANY,

an Illinois corporation, as successor to Banco Popular and formerly known as Capitol Bank and Trust Company, not personally, but solely as Trustee under a Trust Agreement dated March 30,

1981 and known as Trust No. 178

Title: Trust Officer

1001 SOUTH LARAMIE, LLC, an Illinois limited

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liability company

By: AG Grane Trust dated December 1, 2004

Alia, H. Grane, Trustee

By: PG Grane Trust dated December 1, 2004

Paul L. Grane, Trustee

Being all of the Members of the Beneficiary

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UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF <u>Cook</u>)
The undersigned, a Notary Public in and for the said County, in the State aforesaid,
DOES HEREBY CERTIFY that Harriet Denisewicz, the
Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, an Illinois
corporation, as trustee as aforesaid, who is 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 as such Trust Officer , he/she signed and delivered the
said instrument as las/her own free and voluntary act and as the free and voluntary act of said
corporation, as crustee as aforesaid, for the uses and purposes therein set forth.
Corporation, at a constant of the constant of
GIVEN under my hand and notarial seal this day of April, 2013.
goods - sesses - M. M.
"OFFICIAL SEAL" Tour M. Sinn
KARCAM, FINN X Note of Dublic
X Notary Public, S'ate of Illinois X
My Commission Expires UV02/16
STATE OF ILLINOIS
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Allan H. Grane, as Trustee of the AG Grane Trust and Paul L. Grane, Trustee of the PG Grane Trust, being all of the members of 1001 South Laramie, LLC, an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such members, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of April, 2013.

Notary Public

OFFICIAL SEAL
JOSE M GARZA JR
Notary Public - State of Illinois
My Commission Expires Dec 30, 2014

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL A:

ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 25 FEET (MEASURE) PERPENDICULARLY) NORTHERLY OF AHD PARALLEL WITH THE SOUTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 3049095 WITH A LINE DRAWN 107 FEET (MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH & DEGREES, 28 SECONDS WEST ALONG THE LAST DESCRIBED PARCEL LINE, 126.257 FEET TO THE POINT OF INTERESECTION WITH THE NORTHERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3045095; THENCE SOUTH 82 DEGREES, 23 MINUTES, 50 SECONDS EAST ALONG SAID NORTHERLY LINE 680.869 FEET; THENCE SOUTH 7 DEGREES, 36 MINUTES, 10 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID NORTHERLY LINE, 125 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID LINE DRAWN 25 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF AND PARALLEL WITH THE SOUTHFRLY LINE OF SAID STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 3049055: THENCE NORTH 82 DEGREES, 23 MINUTES, 50 SECONDS WEST ALONG SAID PARALLEL LINE, 663.13 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL B:

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 3049095 WITH A LINE DRAWN 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH FAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 25 MINUTES 26 SECONDS EAST, ALONG SAID PARALLEL LINE, 227.226 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 4133136; THENCE SOUTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 821.587 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE NORTHERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3049095, SAID PERPENDICULAR LINE RUNNING THROUGH A POINT ON SAID NORTHERLY LINE, 853.317 FEET EASTERLY OF THE ABOVE POINT OF BEGINNING; THENCE NORTH 7 DEGREES 36 MINUTES 10 SECONDS EAST, ALONG SAID PERPENDICULAR LINE,

225.00 FEET TO THE AFORESAID POINT ON SAID NORTHERLY LINE; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, ALONG SAID NORTHERLY LINE, 853.317 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL C:

ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 3049095, SAID POINT BEING 680.869 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF THE POINT OF INTERSECTION OF SAID NORTHERLY LINE WITH A LINE DRAWN 107.00 FEET (MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWES 7 1/4 OF SAID SECTION; THENCE CONTINUING ALONG THE AFORESAID NORTHERLY LINE OF SAID STRIP OF LAND, SOUTH 82 DEGREES 23 MINUTES 50 SECONDS LAST, 1019.131 FEET; THENCE SOUTH 7 DEGREES 36 MINUTES 10 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULARLY TO SAID NORTHERLY LINE, 150.00 FEFT TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3049095; THE CE NORTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 1678.713 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID LINE DRAWN 107.00 FEET (MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH 0 DEGREES 28 MINUTES 27 SECONDS WEST, ALONG SAID PARALLEL LINE, 25.25 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 25.00 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3049095; THENCE SOUTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, ALONG THE LAST DESCRIBED PARALLEL LINE, 663.13 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE NORTHERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3049095, THROUGE THE POINT OF BEGINNING; THENCE NORTH 7 DEGREES 36 MINUTES 10 SECONDS EAST, ALONG SAID PERPENDICULAR LINE, 125.00 FEET TO THE POINT OF BE INVING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL D:

ALL THAT PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT ON THE NORTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 3049095, SAID POINT BEING 2099.92 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF THE POINT OF INTERSECTION OF SAID NORTHERLY LINE WITH A LINE DRAWN 107.00 FEET

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(MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 7 DEGREES 36 MINUTES 10 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULARLY TO SAID NORTHERLY LINE, 150.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3049095; THENCE SOUTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 543.462 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 40.00 FEET (MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 16; THENCE NORTH 00 DEGREES 25 MINUTES 26 SECONDS WEST, ALONG SAID PARALLEL LINE, 151.484 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID NORTHERLY LINE OF THE STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3049095; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, ALONG SAID NORTHERLY LINE, 522.310 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL E:

ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD FRANCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE MORTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 3049095, SAID POINT BEING 1700.00 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF THE POINT OF INTERSECTION OF SAID NORTHERLY LINE WITH A LINE DRAWN 107.00 FEET (MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENC' CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, A DISTANCE OF 399.92 FEET; THENCE SOUTH 7 DEGREES 30 MINUTES 10 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULARLY TO SAID NORTHERLY LINE, 150.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3049095; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 399.92 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE NORTHERLY LINE OF THE AFORESALD STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3049095, THROUGH THE ABOVE POINT OF BEGINNING; THENCE NORTH 7 DEGREES 36 MINUTES 10 SECONDS EAST, ALONG SAID PERPENDICULAR LINE, 150.00 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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