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

James A. Schraidt, Esq. SCOTT & KRAUS, LLC 150 South Wacker Drive, Suite 2900 Chicago, IL 60606

Permanent Tax Index Number(s):

See Exhibit A

Property Address(es) Sylve Coc

See Exhibit A



Doc#: 1319012022 Fee: \$64.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/09/2013 09:03 AM Pg: 1 of 14

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ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as of June 7, 2013 (the "Assignment"), is executed by HUSKY LAKE ACQUISITION I LLC, a Delaware limited liability company ("Assignor"), having an address at c/o RREP Management LCC, 650 Madison Avenue, 20th Floor, New York, New York 10022, to and for the benefit of INLAND BANK AND TRUST, an Illinois state chartered banking institution, its successors and assigns ("Assignee") having its principal place of business at 2805 Butterfield Road, Suite 200, Oak Brook, Illinois 60523.

RECITALS:

- Assignor holds legal title to those parcels of real property which are described on Exhibit A attached hereto and made a part hereof.
- Pursuant to that certain Loan Agreement of even date herewith (as amended В. from time to time, the "Assignor Loan Agreement") the Assignee has agreed to lend to the Assignor the principal amount of Two Million Seven Hundred Eighty-Four Thousand One Hundred and 00/100 Dollars (\$2,784,100.00) (the "Assignor Loan"). The Assignor Loan is evidenced by that certain Term Note of even date herewith (as amended, restated or replaced from time to time, the "Assignor Note"), executed by the Assignor and made payable to the order of the Assignee in the principal amount of the Assignor Loan and due on June 7, 2018 (the "Maturity Date"), except as may be accelerated pursuant to the terms of the Assignor Note or the Assignor Loan Agreement. The Assignor Note, the Assignor Loan Agreement, this Assignment and any other document or instrument now or hereafter given to evidence or secure the payment of the Assignor Note or delivered to induce the Assignee to disburse the proceeds of the Assignor Loan, as amended, restated or replaced from time to time are referred to



otherwise defined herein shall have the meanings ascribed to them in the Assignor Loan Agreement.

- C. Pursuant to that certain Loan Agreement of even date herewith (as amended from time to time, the "Borrower 2 Loan Agreement") the Assignee has agreed to lend to HUSKY LAKE ACQUISITION II LLC, a Delaware limited liability company and an affiliate of Assignor ("Borrower 2") the principal amount of Two Million Eight Hundred Ten Thousand Five Hundred and 00/100 Dollars (\$2,810,500.00) (the "Borrower 2 Loan"). The Borrower 2 Loan is evidenced by that certain Term Note of even date herewith (as amended, restated or replaced from time to time, the "Borrower 2 Note"), executed by Borrower 2 and made payable to the order of the Assignee in the principal amount of the Borrower 2 Loan and due on the Maturity Date, except as may be accelerated pursuant to the terms of the Borrower 2 Note or the Borrower 2 Loan Agreement. The Borrower 2 Note, the Borrower 2 Loan Agreement and any other document or instrument now or hereafter given to evidence or secure the payment of the Borrower 2 Note or delivered to induce the Assignee to disburse the proceeds of the Borrower 2 Loan, as amended, resisted, or replaced from time to time are referred to collectively herein as the "Borrower 2 Loan Documents".
- D. Pursuant to that certain Loan Agreement of even date herewith (as amended from time to time, the "Borrower 3 Loan Agreement") the Assignee has agreed to lend to HUSKY LAKE ACQUISITION III LLC. a Delaware limited liability company and an affiliate of Assignor ("Borrower 3") the principal amount of Six Million Ten Thousand Four Hundred and 00/100 Dollars (\$6,010,400.00) (the "Borrower 3 Loan"). The Borrower 3 Loan is evidenced by that certain Term Note of even date herewith (as amended, restated or replaced from time to time, the "Borrower 3 Note"), executed by Borrower 3 and made payable to the order of the Assignee in the principal amount of the Borrower 3 Loan and due on the Maturity Date, except as may be accelerated pursuant to the terms of the Borrower 3 Note or the Borrower 3 Loan Agreement. The Borrower 3 Note, the Borrower 3 Loan Agreement and any other document or instrument now or hereafter given to evidence or secure the payment of the Borrower 3 Note or delivered to induce the Assignee to disburse the proceeds of the Borrower 3 Loan, as amended, restated, or replaced from time to time are referred to collectively herein as the "Borrower 3 Loan Documents".
- E. The Assignor Loan, the Borrower 2 Loan and the Borrower 3 Loan are referred to collectively herein as the "Loans", the Assignor Note, the Borrower 2 Note and the Borrower 3 Note are referred to collectively herein as the "Notes" and the Assignor Loan Dr cuments, the Borrower 2 Loan Documents and the Borrower 3 Loan Documents are referred to collectively herein as the "Loan Documents".
- F. A condition precedent to the Assignee's extension of the Loans to the Assignor, Borrower 2 and Borrower 3 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 the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing of even date herewith, executed by the Assignor to and for the benefit of Assignee (the "Mortgage").

- Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to Assignee, 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 legally described 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 and other deposits (subject to all rights of tenants, purchasers, or other parties in and to such deposits including the return of all or a portion thereof), to the extent not prohibited by law, 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 Pankruotcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:
- (a) the payment by the Assignor, Borrower 2 or Borrower 3 when due of (i) the indebtedness evidenced by the Motes 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 Assignee by the Assignor, Borrower 2 or Borrower 3 under or with respect to the Loan Documents; and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
- (b) the observance and performance by the Assignor, Borrower 2 or Borrower 3 of the covenants, conditions, agreements, remesentations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.
- 3. Representations and Warranties of the Assignor. Assignor represents and warrants to 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) 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, 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; and
- (c) the Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation
- 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 lease any Key Space (defined as any portion of the Premises in excess of 7,000 square feet and for which tenant improvements and/or leasing commissions are funded from the Deficiency Reserve Account) to any party or enter into any Lease with respect to which leasing commissions or tenant improvements are to be paid from the Deficiency Reserve Account unless the Assignor obtains Assignee's prior written consent to all aspects of such Lease, which consent shall not be unreasonably withheld, conditioned or delayed, and will be deemed given if Lender has not objected to a Lease in writing within ten (10) days following delivery to Lender for approval (Assignee's consent not being required for Leases which are not Leases of Key Space), and (ii) provide Assignee with copies of all new Leases (and modifications) of the Premises or any part thereof promptly upon execution and delivery of same;
- the Assignor shall observe and perform in all respects all of the material covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the Leaser thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thorsof. The Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against ruture rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant remination 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, except, in each instance, with the prior consent of the Assignee, which consent shall not be unreasonably withheld, conditioned or delayed;
- (c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in ac vance 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) with respect to Leases of Key Space, the Assignor shall not modify the terms and provisions thereof, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting thereunder, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate same, without Assignee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Assignor may cancellot terminate same 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 therein;
- (f) the Assignor shall not accept a surrender of any Lease of Key Space or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised thereunder 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, any tenant thereunder, without Assignee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed;
- (g) the Assignor shall not alter, modify or change the terms of any guaranty of any Lease of Key Space, 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, without Assignee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed;

- (h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease of Key Space without Assignee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed;
- (i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor thereunder;
- (j) the Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;
- the Assignor shall use commercially reasonable efforts to enforce the observance and performance of all material terms and provisions of each Lease of Key Space by the tenants and guarantors thereunder and shall promptly notify Assignee of any material breach by the tenant or guarantor under any such Lease;
- (I) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than tiens 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 assigned pursuant to this Assignment and agrees not to look to 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 sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;
- (n) if any tenant under any Lease of key Space is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as a nended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, 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 Assignee, which consent shall not be unreasonably withheld, conditioned or delayed, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and Assignee; and
- (o) Assignor shall deliver to Assignee a certified rent roll for the Premises as required under the Loan Agreement.
- 5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) shall occur, the Assignor shall have the right to perform all of the rights and obligations of the Landlord under the Lease (subject to the terms of this Assignment) including 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 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. 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 covenants, agreements,

representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Notes, the Mortgage or any of the other Loan Documents. An Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in accordance with Section 14.3 of the Assignor Loan Agreement.

- 7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, Assignee, at its option, 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, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor, Borrower 2, Forrower 3 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, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict ten ints. to fix or modify rents, and to do any other act which Assignee deems necessary or proper;
- (c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for encocement 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 Assignee, without proof of default hereunder, upon recorp from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by 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 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 Assignee; and
- (d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by the Assignor 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 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 Assignee shall elect in its sole and absolute discretion.

- Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by the Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does 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, prior to taking actual possession of the applicable Premises. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which 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 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 liable for any liability, loss or damage which the Assignor incurs to the extent attributable to Assignee's gross negligence or willful misconduct. Should 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 amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not, prior to Assignee taking actual possession of the applicable Premises, operate to place responsiblin upon Assignee for the care, control, management or repair of the Premises or for the carrying cut of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make 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. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth hereir cr in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by 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 Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loar Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and 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. 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 Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

- 12. <u>Security Deposits</u>. The Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited; provided that nothing in this acknowledgment shall affect any rights of Assignor as purchaser against any Seller under that certain Sale Contract dated as of June 6, 2013, relating to the Premises.
- 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, 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 Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.
- 15. <u>Written Modifications</u> This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and 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. Governing Law. 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 Assignee, as the case may be, as specified in the Mortgage.
- 19. WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND AGSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNGEL, 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 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 ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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20. <u>Release Upon Payment and Discharge of Indebtedness</u>. The Assignee shall release this Assignment and the lien hereof upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by the Assignee in connection with the execution of such release.

SIGNATURE PAGE FOLLOWS

RECORDER OF DEEDS
SCANNED BY______

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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.

HUSKY LAKE ACQUISITION I LLC, a

Delaware limited liability company

By: Husky Lake LLC, a Delaware limited liability dompany, its sole member

COOK COUNTY

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`O BY_____ RECORDER OF DEEDS 24 Clort's Office

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STATE OF NOW YORK)	SS
COUNTY OF ALK YORK)	00

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY VP. CERTIFY that Jon Vaccare of Husky Lake LLC, a Delaware limited liability company and sole member of HUSKY LAKE ACQUISITION I LLC, a Delaware limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such authorized officer/manager/member, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN unde, my hand and Notarial Seal on June 2, 2013.

KRYSTAL M. CHARLES Notary Public - State of New York

No. 01CH6168871

Qualified in Bronx County

Pertin.
Mily Con. Certificate filed in New York County

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EXHIBIT "A"

LEGAL DESCRIPTIONS OF REAL ESTATE

1. 5251 W. 147th Street, Oak Forest, Illinois 60452

THE NORTH 317 FEET OF THE EAST 1/2 OF LOT 2 AND THE NORTH 317.07 FEET OF THE EAST 10 FEET OF THE WEST 1/2 OF LOT 2 IN ARTHUR T. MCINTOSH AND COMPANY'S MIDLOTHIAN FARMS BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1916 AS DOCUMENT NO. 5900263, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

5251 147TH STREET

OAK FOREST, IL

PIN:

28-09-301-070-0000

2. 18209 Dixie Highway, Homewood, Illinois 60430

THE NORTH 265.00 FEET (EXCEPT T'1E NORTH 100.00 FEET THEREOF) OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1. IN SUBDIVISION OF LOT 6 COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE WEST ALONG THE NORTH LIME OF LOT 1 EXTENDED, 297.00 FEET TO A POINT 33.00 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH PARALLEL TO SAID WEST LINE, 346.00 FEET; THENCE EAST PARALLEL TO SAID NORTH LINE OF LOT 1, 297.00 FEET; THENCE SOUTH PARALLEL TO SAID WEST LINE OF SAID SOUTHEAST 1/4, 346.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

18209 DIXIE HIGHWAY

HOMEWOOD, IL

PIN:

29-31-409-056-0000

(AFFECTS THE LAND AND OTHER PROPERTY)

3. 1111 Burlington Avenue, Lisle, Illinois 60532

PARCEL 1:

UNITS 100, G100, S100, S101, S102 AND S103 IN LISLE TOWN CENTRE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

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LOT 1 IN LISLE TOWN CENTRE CONSOLIDATION PLAT IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 8, 2001 AS DOCUMENT R2001-39323; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES C1 THROUGH C38, AS DELINEATED AND DEFINED IN THE FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED MAY 23, 2001 AS DOCUMENT R2001-098496, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

1111 BURLINGTON

LISLE, IL

PIN:

08-10-227-001

4. 1820 Ridge Road, Homewood, Illinois 60430

LOTS 42, 43, 44, 45, 46, 47 AND 48 IN ROBERTSON AND YOUNG'S SECOND ADDITION TO HOMEWOOD, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31. TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

1820 RIDGE ROAD

HOMEWOOD, IL

PINs:

29-31-401-040-0000 29-31-401-041-0000 29-31-401-042-0000 29-31-401-043-0000 29-31-401-044-0000 29-31-401-046-0000

5. 17450 S. Halsted Street, Homewood, Illinois 60430

LOT 1 IN RICHMOND SUBDIVISION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1980 AS DOCUMENT 25688712, (EXCEPTING FROM SAID LOT 1 THAT PART DEDICATED FOR STREET BY PLAT OF DEDICATION RECORDED NOVEMER 30, 1984 AS DOCUMENT 27355903), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

17450 SOUTH HALSTED

HOMEWOOD, IL

PIN:

29-29-409-018-0000

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6. 7650-56 Colfax Avenue, Chicago, Illinois 60649 & 8036 Kingston Avenue, Chicago, Illinois 60617

PARCEL 1:

THE SOUTH 10 FEET OF LOT 16, AND ALL OF LOTS 17 AND LOTS 18 IN BLOCK 8 IN SOUTH SHORE PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SW 1/4 (EXCEPT STREETS) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF LOT 150 (EXCEPT THE SOUTH 12 FEET) AND LOT 151 (EXCEPT THE NORTH 6 FEET) IN THE SUBDIVISION OF THE 17.177 ACRES LYING SOUTH OF THE BALT MORE AND OHIO RAILROAD IN THE NW 1/4 OF THE NW 1/4 OF SECTION 31, YOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

7650, 7652, 7654, 7656 S. COLFAX AVENUE & 8036 S. KINGSTON AVENUE, CHICAGO, IL

PINs:

21-30-310-021-0000 21-30-310-022-0000 21-30-310-023-0000 21-30-310-024-0000 21-30-310-034-0000

7. 9700 W. 197th Street, Mokena, Illinois 60448

LOT 2 AND LOT 3 (EXCEPT THE WEST 100 FEET THEREOF) IN NORMAL INDUSTRIAL CENTER, UNIT NO. 1, BEING A SUBDIVISION OF THE SOUTH 20 ACRES OF THE NORTH 50 ACRES OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEERVARY 4, 1977 AS DOCUMENT NUMBER R77-03656, IN WILL COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

9700 WEST 197TH SREET

MOKENA, IL

PIN:

09-09-403-015-0000