

Doc#: 1623710081 Fee: \$56.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 08/24/2016 12:16 PM Pg: 1 of 10

After Recording, Return To: Jay T. Shadwick 11040 Oakmont Overland Park, Kansas 66210 (913) 498-3536

ASSIGNMENT OF LEASES, RENTO, AND OPERATING AGREEMENTS

This Assignment is made as of July 2016, by 1.74 West Division, LLC, a Delaware limited liability company ("Assignor") to Armed Forces Bank, N.A. 1711 Main Street, Suite 1600, Kansas City, Missouri 64105 ("Assignee")...

WHEREAS, Assignor is currently the owner and is or may become lessor of the real property which is more particularly described in **Exhibit A** attached hereto ("<u>Premises</u>"), and and a part hereof; and

WHEREAS, Assignor is indebted to Assignee in the principal sum of \$1,100,000.00 and has executed and delivered a Promissory Note ("Note") of even date herewith, to evidence such debt to Assignee, the Note being secured by, inter alia, a Mortgage and Security Agreement of even date herewith ("Mortgage"), which encumbers the Premises; and

WHEREAS, Assignee has required, as a condition to the making of the loan hereinbefore described, the following assignment of the Assignor's interest in the Leases hereinafter described; and

WHEREAS, Assignor desires to satisfy Assignee's loan condition and to more fully secure to the Assignee the payment of the Note by making the following assignment of its interest in the Leases hereinafter described.

NOW, THEREFORE, FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to the Assignee all of the right, title and interest of the Assignor in and to that certain Lease dated July 7, 2004 ("Lease") with JP Morgan Chase Bank, National Association ("Lessee") as successor in interest to Bank One, National Association, and all other leases, lease guaranty agreements, licenses, occupancy agreements, franchise agreements, management agreements and operating agreements now or hereafter entered into whether oral or written which demise or involve the occupancy or use of any portion of the Premises, together with any and all extensions and renewals thereof (all such Lease, leases, guaranty agreements, licenses, occupancy agreements, and operating agreements being hereinafter collectively referred to as the "Leases"), together with any guarantees of the tenants', licensees',



occupants' or contracting parties' obligations thereunder, together with the immediate and continuing right to collect and receive all rents, revenues, income, payments, fees, charges, proceeds, issues and profits arising from the Leases or out of the Premises or any part thereof, together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of any party under the Leases, together with all payments derived therefrom including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases and Operating Agreements whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of said Leases and Operating Agreements or the waiver of any obligation or term thereof prior to the expiration date and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently, refunded (hereinafter referred to as the "Rents"), all for the purpose of securing the Note ("Indebteuness"):

ARTICLE I - DESCRIPTION OF LEASES

The Leases to which this Assignment shall apply shall include all of the Leases (as defined above) which may be in existency in and upon the above described Premises at the time of the execution of this Assignment, any new Lease in and upon the Premises which shall be entered into from and after the date of the execution of this Assignment and all renewals, extensions, amendments, supplemental agreements or substitute Leases which may be entered into after the date of this Assignment which shall affect in any way the Leases herein described.

ARTICLE II - ASSIGNMENT OF RENTS AND PROFITS

As a part of this Assignment, the Assign or does further assign, transfer and set over to the Assignee all of the Rents (as defined above), issues, profits, asset sments and other charges which are to be collected from the Leases. In addition, the Assignor hereby specifically authorizes the Assignee, at any time that an Event of Default has occurred and is continuing and at the Assignee's option and election, to enter upon the portion of the Premises set out in each such Lease for the purpose of collecting Rents, operating and maintaining said Premises and performing all other acts necessar, for the operation and maintenance of said Premises or any separately demised portion thereof. It is the intent of the Assignor hereunder to authorize the performance by the Assignee of all acts with respect to the demissar Premises under the Leases which the Assignor shall be entitled to perform under each of said Leases.

ARTICLE III - APPLICATION OF LEASE PROCEEDS BY ASSIGNEE

The Assignee shall, after payment of all reasonable and proper charges and pipenses, credit the net amount of Rents and income which it may receive by virtue of this Assignment to any amounts due the Assignee from the Assignor under the terms and provisions of the Note and the Mortgage. If an Event of Default has occurred and is continuing, the manner of the application of such net income and the item to which such net income shall be credited shall be within the sole discretion of the Assignee and any one or more of the following items in any order in its absolute discretion:

- (a) To current principal installments or to the unpaid principal balance of the Note.
- (b) To interest as it accrues on the indebtedness.
- (c) To taxes or special assessments which constitute a lien against the Assignee's security.
- (d) To any obligations of the Assignor or Assignor as lessor under the terms of any of the Leases.
- (e) To cure any default under the terms of the Note or Mortgage.
- (f) To any costs or expenses of executing the Mortgage and any advances secured thereby.

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ARTICLE IV - ASSIGNOR TO ACT AS AGENT OF ASSIGNEE

To facilitate the collection of rents and profits due under the Leases and the performance of Assignor's or lessor's covenants required to be performed under such Leases, the Assignee hereby makes, constitutes and appoints the Assignor as Assignee's true and lawful attorney and hereby authorizes Assignor, on behalf of Assignee, to ask, demand, collect and receive from all lessees, obligors, licensees, and third parties under such Leases all Rents as they accrue under the terms and provisions of said Leases and to perform on behalf of Assignee all of the other covenants required to be performed by the Assignor (as licensor, lessor, or otherwise) under such Leases. The Assignee further authorizes the Assignor to receive such rentals and to give appropriate receipts therefor, to apply or expend such rentals in payment of any of the expenses of operation of the above described Premises (including the mortgage indebtedness thereon) and to apply or expend the balance of any such rentals in whatever manner such Assignor shall elect, and Assignee hereby artifies and confirms all that the said Assignor shall lawfully do pursuant to the exercise of the authority herein or anted.

In the event of a default or breach by Assignor in any of the terms, provisions or conditions of this Assignment, the Note or the Mortgage, or any of the loan documents securing the Note, the Assignee shall have the right to revoke such power of attorney, and Assignee hereby reserves such right of revocation of this power of attorney. The Assignee may revoke such power of attorney in the event of such default by giving written notice thereof to the Assignor, such revocation to be effective at such time as notice is delivered. Assignee may give written notice of such revocation to such lessees, licensees, or third party obligors at their respective demised Premises or such other address as Assignee may have for lessee; provided, however, Assignor agrees that any finance received by it after such notice of revocation to Assignor shall be held in trust by Assignor for the benefit of Assignee and shall be delivered to Assignee upon request. The Assignor agrees that a written demand on any lessee, licensee, or third party obligor in or upon the demised Premises by Assignee for the payment of future rentals directly to the Assignee shall be prima facie evidence that a revocation of the aforesaid power of actorics has occurred and shall be sufficient notice to said lessee to make future rental payments to the Assignee without the necessity of any consent by the Assignor. Any such lessee shall be entitled to rely upon such virien demand, and any rent so paid by such lessees to the Assignee shall not be further recoverable by the Assignor from any such lessee.

ARTICLE V - LEASE WARRANTIES AND COVENANTS BY ASSIGNOR

Assignor will, at its own cost and expense, perform, comply with and discharge all of the obligations of Assignor under any Leases and use its best efforts to enforce conjecure the performance of each obligation and undertaking of the respective tenants, licensees, occupants and contracting parties under any such Leases and will appear in and defend, at its own cost and expense, any action or proceeding arising out of or in any manner connected with Assignor's interest in any such Leases concerning the Premises. With respect to each of the Leases herein assigned, Assignor fruither covenants and warrants the following:

- (a) That Assignor is the fee simple owner or ground lessee of the estate in the above described Premises and has full right and power to enter into the Leases.
- (b) That the Leases have been or will be properly executed by the proper parties.
- (c) That all of the terms, provisions and conditions of each of the Leases are presently in full force and effect and that, to Assignor's knowledge, there are no present defaults in the performance of any of such terms and conditions.
- (d) That Assignor shall, upon demand, provide Assignee with copies of all executed Leases upon the described Premises.
- (e) That the Assignor has not executed a prior assignment of said Leases or rentals due thereunder which remains in full force and effect and shall not enter into any future

assignments of said Leases to any third party, whether an absolute assignment or as a collateral assignment, without Assignee's prior written consent.

- (f) That the Assignor has not performed any acts or executed any other instruments which will prevent the Assignee from operating under any of the terms or conditions of this assignment and agreement or which would limit the Assignee in such operation.
- (g) That the Assignor has not executed or granted any material modification or amendment of any of the Leases, if any, except as previously disclosed to Lender.
- (h) That all of the said Leases, if any, are in full force and effect according to their original terms.
- (i) That the Assignor has not collected or anticipated any rentals from any of the lessees under said Leases for a period of time in excess of one month prior to the accrual of such rental.
- (j) Tha the Assignor will, at the Assignor's sole cost and expense, appear in and defend any action growing out of or in any manner connected with any of the Leases or the obligations or liabilities of the lessor, lessee or guarantor thereunder.
- That the Assignor will fulfill or perform each and every lease covenant which is required to be fulfilled or perform a by the lessor thereunder.
- (I) That the Assignor will give prompt notice to the Assignee of any notice of default given by any lessee under any of the Leases to the Assignor as lessor under such Lease, such notice to include a complete copy of any such lessee's notice which shall have been given.
- (m) That the Assignor will use commercially reasonable efforts to enforce at its sole cost and expense, short of termination of the lease, the performance or observance of each and every covenant and condition required under the assigned Leases to be performed or observed by the lessees thereunder.
- (n) That the Assignor will not materially modify the terms of any of the Leases.
- (o) That the Assignor will not terminate the term of any assign at lease nor accept a surrender thereof unless permitted to do so by the terms of the Lease.
- (p) That the Assignor will not waive or release any of the lessees und in the Leases from any material obligations or conditions required to be performed by such lossees under the Lease.
- (q) Except to the extent that Assignor is required to do so under the applicable Lease, the Assignor will not consent to an assignment of the lessee's interest in any of the said! eases or to a subletting under any such Leases.
- (r) That the Assignor will immediately deliver to Assignee any and all financial statements and financial data (e.g. balance sheet, income statements, etc.), financial information, sales data, gross receipt information (e.g. for percentage rent calculations), or similar information regarding the sales conducted by lessee or information regarding the lessee's financial condition, received from the lessees under the Leases; provided that Assignor will not be required to provide such data and information if lessee is a public company.
- (s) That in the event the lessee under a Lease is a franchisee, the Assignor will immediately deliver to Assignee copies of any franchisor inspection reports or franchisor notices that Assignor receives from the lessee or the franchisor.

It is expressly understood and agreed, however, that the Assignor may take any action which is otherwise prohibited by any of the preceding covenants or warranties without such action constituting a default hereunder, if Assignor shall first obtain the prior approval or consent of the Assignee in writing.

ARTICLE VI - DEBTS SECURED; TERMINATION OF ASSIGNMENT

This Assignment is made for the purpose of securing the following:

- (a) The payment of the Indebtedness evidenced by the Note.
- The performance and discharge of each and every obligation, covenant and agreement of Assignor contained in this Assignment, the Note, Mortgage and in any of the loan documents related to or securing said Note.

Upon the proment in full of all indebtedness secured hereby and release of the Mortgage, this Assignment shall be voic and of no further effect. The release of the Mortgage shall constitute a release of this Assignment. For purposes of determining the remaining unpaid portion of such debt or debts, the Assigner agrees that the artidavit certificate, letter or statement of any officer or authorized agent of the Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon. This Assignment may be released by a separate document without release of the Mortgage.

ARTICLE VII - ASSIGNEE'S PER! CRMANCE OF ASSIGNOR'S OBLIGATIONS

The Assignor agrees that the Assignee may at any time after an Event of Default has occurred and while it is continuing and at its option (but without obligation to do so and without releasing the Assignor of any obligation herein or under the Leases), make, perform or do any act which is required herein to be performed by the Assignor, including specifically but without 'imitation the right to appear in and defend any action purporting to affect the security hereof or the rights or povers of the Assignee and the right to perform any obligations of the Assignor or lessor contained in any of the Leases. Assignor further agrees that the Assignee, in exercising any such powers, may pay all necessary costs and expenses, may employ counsel, and may pay therefor attorneys' fees (to the extent then permitted by law), for all of which the Assignor will immediately upon demand reimburse all such sums expended by the Assignee pursuant to such authority, such reimbursement to Assignee to include the full sum expended together with interest thereon at the rate per annum specified in said Note as applicable in the event of a default. Any such reimbursement shall be added to the indebtedness secured by this Assignment and shall be secured hereby and by the Mortgage and by the loan documents described in or securing said Note.

The parties under the Leases are hereby irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed hereunder without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default in the Note, the Mortgage, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor hereby irrevocably directs and authorizes the parties under the Leases to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred hereunder or under the Mortgage or that the Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to the Assignee or such receiver, the Assignor agrees that the other parties to the Leases shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such tenants or occupants of the Premises. Checks for all or any part of the Rents and income collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.

ARTICLE VIII - DEFAULT

The Assignor agrees that, in the event it defaults in the payment of the Note or in the performance of any of its obligations or covenants contained herein, or in the performance of any of its obligations or covenants contained herein or in the Note or Mortgage, or in any of the loan documents described in or securing said Note (collectively an "event of default" or "Event of Default"), the Assignee may, subject to the applicable notice and/or cure periods described in the Note, at its option, without notice and without regard to the adequacy of the security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, take any or all of the following actions, none of which shall cause Assignee to be deemed a mortgagee-in-possession:

- (a) Enter upon, take possession of, and operate the Premises.
- (b) ware, enforce, modify and accept the surrender of Leases.
- (c) Obtain and evict tenants.
 - (d) Perform any acts which the Assignee deems proper to protect the security hereof until all indebtedness secured hereby is paid in full.
- (e) Sue for or otherwise collect and receive in its own name all rents, issues and profits under the assigned lease(s), including those past due and unpaid and apply the same less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby in such order 20 the Assignee may determine.
- In person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, give, or require the Assignor to give, notice to the parties under the Leases authorizing and directing such parties to pay all Rents and income directly to the Assignee; collect all of the Rents and income; enforce the payment thereof and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee hereunder; and may enter upon, take possession of, manage and operate the Premises, or any part thereof; may cancel, enforce or modify the Leases, and fix or modify Rents and Premises Income, and do any acts which the Assignee deems proper to protect the security hereof; or
- (g) Apply for appointment of a receiver as a matter of right and without notice in accordance with the statutes and law made and provided for, which receivership the Assignor hereby consents to, who shall collect the Rents and Premises Income; man get he Premises so as to prevent waste; execute Leases within or beyond the period of receivership; perform the terms of this Assignment and apply the Rents and income as hereinafter provided.

The entering upon and taking possession of such Premises, the appointment of a receiver, the collection of such Rents and income and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to said notice, nor in any way operate to prevent the Assignee from pursuing any remedy which now or hereafter it may have under the terms and conditions of the Mortgage or the Note secured thereby or any other instruments securing the same. The rights and powers of the Assignee hereunder shall remain in full force and effect both prior to and after any foreclosure of the Mortgage and any sale pursuant thereto and until expiration of the period of redemption from said sale, regardless of whether a deficiency remains from said sale. The purchaser at any foreclosure sale, including the Assignee, shall have the right, at any time and without limitation, to advance money to any receiver appointed hereunder to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Premises and the sum so advanced, with interest at the default rate described in the Note, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

Assignor understands and agrees that, in the Event of Default, Assignee as the holder of the Note may, at its option and in addition to any other remedies described herein, accelerate the maturity of the Note and declare the entire principal balance of the Note, together with all accrued interest and other amounts owing pursuant to this Assignment or the Mortgage or any of the loan documents described in or securing said Note immediately due and payable.

Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and acts granted herein shall be deemed to be a waiver by Assignee of any of its rights and remedies under the Note or Mortgage or any of the loan documents described in or securing said Note, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of the Assignee to collect said indebtedness and to enforce any other security therefor owned or held by it may be exercised by the Assignee either prior to, simultaneously with or subsequent to any action taken hereunder. The remedies provided by this instrument should be cumulative of those provided in the Note and the Mortgage and the aforesaid loan documents.

ARTICLE IX - NONLIABILITY OF ASSIGNEE

The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said Leases, nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee, nor for the carrying out of any of the terms and conditions of said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss or injury or death to any tenant, licensee, imployee or stranger, nor liable for laches or failure to collect the Rents and income, and the Assignee shall be required to account only for such moneys as are actually received by it. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignees' security, and the Assignor hereby agrees that nothing herein contained and no actions taken by the Assignee pursuant to this Assignment, including, but not limited to, the Assignees' approval or rejection of any Lease for any portion of the Prenices, shall in any way alter or impact the obligation of the Assignor to pay the Indebtedness. The Assignor hereby waives any defense or claim that may now exist or hereinafter arise by reason of any action taken by the Assignee pursuant to this Assignment other than for any liability, loss, or damage arising from Assignee's (ross negligence or willful misconduct. Assignor hereby agrees to indemnify the Assignee against and hold it ham less from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted agaings to by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the lease; provided that the foregoing indemnity shall not extend to any liability, loss, or damage arising from Assignee's gross negligence or willful misconduct. Should the Assignee incur any such liability, loss or damage under the lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees together with interest thereon at a rate per annum specified in said Note as applicable in the event of a default shall be secured hereby, and the Assignor shall leimburse the Assignee therefor immediately upon demand. Nothing herein contained shall be construed as making Assignee, or its successors and assigns, a mortgagee in possession, nor shall it or its successors or assigns be liable because of laches or for failure to collect any of the rents, issues, profits, revenues, rights and benefits, it being expressly understood and agreed by the Assignor that the Assignee shall only be required to account for such sums as are actually collected by Assignee.

ARTICLE X - SUCCESSORS AND ASSIGNS

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns. Assignee's rights shall be automatically transferred or assigned to the holder of the Note if different than Assignee.

ARTICLE XI - NOTICES

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The parties agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed given when delivered by hand or overnight delivery or sent by registered or certified mail, return receipt requested addressed to the Assignor at the address furnished below, and to the Assignee at the following address:

Assignor:

JPM West Division, LLC

c/o Benjamin E. Nickoll, Manager

18 Titus Road, 2nd Floor

Washington Depot, Connecticut 06794

Assichee:

Armed Forces Bank, N.A. 1111 Main Street, Suite 1600 Kansas City, Missouri 64105

Attn: Director of National Commercial Real Estate Lending

Such addresses may be changed from time to time by either party by serving notice as above provided.

ARTICLE XII - BANKRUPTCY

Upon or at any time during the continuance of an Event of Default in the payment of any Indebtedness or in the performance of any obligation, covenant, or agreement pursuant to the terms of this Assignment, the Note and the Mortgage, the Assignor agrees that the Assignee, and not the Assignor, shall be and be deemed to be the creditor of the tenants or other parties to the Leases in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditors' rights therein, and reserving the right to the Assignor to make such filing in such event) including without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the tenant under a Lease under the U.S. Bankruptcy Code. The Assignee shall have the option to apply any money received by the Assignee as such creditor in reduction of the Indebtedness.

If there shall be filed by or against Assignor a petition under the U.S. Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease or Operating Agreement pursuant to any applicable provision of the U.S. Bankruptcy Code, then Assignor shall give Assignor not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease or Operating Agreement. Assignee shall have the right, but not the obligation, it serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to applicable provisions of the U.S. Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Lease. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

IN WITNESS WHEREOF, Assignor has set its hand as of the day and year first herein written.

JPM West Division, LLC, a Delaware limited liability company

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By______Benjamin E. Nickoll, Manager

Office

STATE OF Connectrant, country of Litchfield; ss

On this 25 day of July, 2016, before me appeared Benjamin E. Nickoll, to me personally known, who, being by me duly sworn, did say that he is the Manager of JPM West Division, LLC, a Delaware "mined liability company, and that said instrument was signed on behalf of said limited liability company, and caid Benjamin E. Nickoll acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county

and state aforesaid on the day and year first above written.

Molly E Spino
Notary Public-Connecticut
My Commission Expires
November 30, 2018

My commission expires:

11-30-18

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EXHIBIT A

(Legal Description)

PARCEL 1:

COMMERCIAL UNIT 1959 TOGETHER WITH ITS UNDIVIDED 10.32 PERCENT INTEREST IN THE COMMON ELEMENTS IN D-SQUARED CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED OCTOBER 15, 2003 AS DOCUMENT 0328818054 AND RE-RECORDED MARCH 8, 2004 AS DOCUMENT 0406818155 AND AS AMENDED BY FIRST AMENDMENT RECORDED JULY 8, 2004 AS DOCUMENT 0419010078, IN THE SOUTHEAST 1/4 OF SECTION 1. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ALL'NOIS.

PARCEL 2:

UNIT P-11 TOGETHER WITH ITS UNDIVIDED 0.22 PERCENT INTEREST IN THE COMMON ELEMENTS IN D-SQUARED CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED COORDER 15, 2003 AS DOCUMENT 0328818054 AND RE-RECORDED MARCH 8, 2004 AS DOCUMENT 0406818155 AND AS AMENDED BY FIRST AMENDMENT RECORDED JULY 8, 2004 AS DOCUMENT 0419010078, IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, County Clarks Office ILLINOIS.

17-06-400-058-10017