

# UNOFFICIAL COPY

This instrument was prepared by:

Allen C. Balk  
Meltzer, Purtill & Stelle LLC  
300 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606

Permanent Real Estate Tax Index No.:  
See **Exhibit A** attached hereto

Property Address:  
See **Exhibit A** attached hereto



Doc# 1629356024 Fee \$78.00  
RHSP Fee:\$9.00RPRF Fee \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/19/2016 09:52 AM Pg: 1 of 21

This space reserved for Recorder's use only

Mail to:  
Freedom Title Corporation  
2260 Hicks Road  
Suite 415  
Rolling Meadows IL 60008

## ASSIGNMENT OF LEASES AND RENTS

### CACCIATORE PORTFOLIO

THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment"), is made and delivered as of this 11th day of October, 2016, by **CHICAGO TITLE LAND TRUST COMPANY**, not individually, but solely as trustee under Land Trust Agreement dated July 1, 1985 and known as Trust No. 10-1081, **CHICAGO TITLE LAND TRUST COMPANY**, not individually, but solely as trustee under Land Trust Agreement dated June 8, 1962 and known as Trust No. 44551, **CHICAGO TITLE LAND TRUST COMPANY**, not individually, but solely as trustee under Land Trust Agreement dated June 9, 1980 and known as Trust No. 10-24378-08, **CHICAGO TITLE LAND TRUST COMPANY**, not individually, but solely as trustee under Land Trust Agreement dated October 11, 2000 and known as Trust No. 10-2214, **CHICAGO TITLE LAND TRUST COMPANY**, not individually, but solely as trustee under Land Trust Agreement dated August 18, 1980 and known as Trust No. 10-78225, **CHICAGO TITLE LAND TRUST COMPANY**, not individually, but solely as trustee under Land Trust Agreement dated June 30, 1988 and known as Trust No. 10-1359, **CHICAGO TITLE LAND TRUST COMPANY**, not individually, but solely as trustee under Land Trust Agreement dated December 9, 1971 and known as Trust No. 10-18648-08, **CRC NAPERVILLE LLC**, an Illinois limited liability company, and **VJC NAPERVILLE LLC**, an Illinois limited liability company (individually and collectively referred to as "Assignor"), to and for the benefit of **FIRST MIDWEST BANK**, its successors and assigns ("Assignee").

## RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement of even date herewith ("Loan Agreement") among Assignor, Guarantor (as defined therein) and Assignee, Assignee has extended to Assignor a loan in the principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) ("Loan").

B. The Loan is evidenced by that certain Promissory Note ("Note") in the principal amount of the Loan, made of even date herewith by Assignor and made payable to the order of and delivered to Assignee.

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C. The Note is secured, *inter alia*, by that certain Mortgage and Security Agreement (“Mortgage”) of even date herewith made by Assignor to Assignee conveying certain real estate (“Property”) legally described in **Exhibit A** attached hereto. The Loan Agreement, the Note, the Mortgage, this Assignment, and all other documents evidencing or securing the Loan are collectively referred to herein as the “Loan Documents”. All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

D. As one of the conditions to make the Loan, Assignee is requiring the execution and delivery of this Assignment by Assignor.

**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. **Grant of Security Interest.** Assignor hereby absolutely and unconditionally grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts, condemnation awards, insurance proceeds, the right to accept or reject any offer made by any Tenant pursuant to its lease to purchase the Property, and other receivables arising out of or from the Property, which together with the property hereinafter described, is collectively referred to herein 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 any other obligations of any Tenant or any guaranty of such Lease 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 present and absolute transfer and assignment of the foregoing interests (and not an assignment for additional security only) to Assignee given to secure:

(a) The payment by 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 Assignee by Assignor 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 Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting 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.

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2. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that:

(a) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Each Assignor is the lessor (or successor in interest) under the Leases for its respective Property;

(c) There is no other existing assignment of 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 Assignor entered into any agreement to subordinate any of the Leases or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) To Assignor's knowledge, there is no condition, event, or agreement which would prevent Assignor from granting this Assignment to Assignee and Assignor is not aware of any circumstance which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in exercising its rights under this Assignment; and

(e) Except as disclosed in the Rent Roll Certificate, there are no defaults by Assignor and, to Assignor's knowledge, there are no defaults by Tenants under any Leases or any guaranty of a Lease.

3. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not lease more than fifty percent (50%) of the Premises of a particular Property unless Assignor obtains Assignee's prior written consent to all aspects of such Lease;

(b) Assignor shall materially observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not, without Lender's prior written consent (i) release the liability of any Tenant under any Lease, (ii) release the liability of any guarantor under any guaranty of a Lease; (iii) consent to any Tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iv) consent to any Tenant's claim of a total or partial eviction, or (v) consent to a Tenant termination or cancellation of any Lease, except as specifically provided therein;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits and except as expressly provided under the terms of any such Lease;

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(d) 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) Assignor shall not materially modify any terms and provisions of any Lease, nor shall 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, without Assignee's prior written consent; provided, however, that Assignor may, after first providing notice of the Tenant's default to Assignee, 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;

(f) Assignor shall not, without the express written consent of Assignee, 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 or of any interest in any Lease 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; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;

(g) 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, without the express written consent of Assignee;

(h) Assignor shall not waive or excuse the obligation to pay more than one month's rent under any Lease;

(i) 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 or any Tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignor shall enforce the observance and performance of each material covenant, term, condition and agreement contained in each Lease to be observed and performed by the Tenants and guarantors thereunder and shall within ten (10) days notify Assignee of any material breach by the Tenant or guarantor under any material Lease;

(k) 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; and

(l) Assignee shall not have any 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.

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4. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Section 5) shall occur, Assignor shall have the right and license to collect, at the time (but in no event more than thirty (30) days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same and to enjoy all other rights and benefits of landlord under the Leases. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits or to prosecute and collect under any guaranty of a Lease shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the Tenants under the Leases of the existence of this Assignment at any time.

5. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by 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 Note, the Mortgage or any of the other Loan Documents.

6. **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 Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing 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, 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 Tenants, 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 enforcement of the Leases and all the lessor's rights therein and thereunder, including under any guaranty of a Lease. This Assignment shall constitute an authorization and direction to the Tenants under the Leases and any guarantor to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt 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 or any guaranty of a Lease to be observed or performed by the obligors thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and



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profits, and upon request will execute written notices to the Tenants under the Leases or any guarantor to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of 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 Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

7. **Application of Proceeds.** 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 set forth in the Note.

8. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by 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 Assignor under or by reason of this Assignment. 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 Assignor be liable for any liability, loss or damage which Assignee incurs as a result of 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 Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon 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 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 herein or 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. 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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9. **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 Loan 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.

10. **Further Assurances.** 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.

11. **Security Deposits.** 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.

12. **Severability.** 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 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.

13. **Successors and Assigns.** This Assignment is binding upon 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.

14. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

15. **Duration.** This Assignment shall become null and void at such time as 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.

16. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

17. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or

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mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.

18. **CONSENT TO JURISDICTION.** TO INDUCE ASSIGNEE TO ACCEPT THE NOTE, ASSIGNOR IRREVOCABLY AGREES THAT, SUBJECT TO ASSIGNEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS ASSIGNMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY, ILLINOIS OR IN THE COUNTY WHERE THE PROPERTY IS LOCATED. ASSIGNOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS OR WITHIN THE COUNTY WHERE THE PROPERTY IS LOCATED, WAIVES PERSONAL SERVICE OF PROCESS UPON ASSIGNOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO ASSIGNOR AT THE ADDRESS STATED IN THE MORTGAGE AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

19. **WAIVER OF TRIAL BY JURY.** ASSIGNOR AND 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 ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

20. **Trustee's Exculpation.** This Assignment is executed by Trustee, not personally, but as Trustee under each of the Trust Agreements identified herein in the exercise of the power and authority conferred upon and vested in it as such Trustee, and with respect to Trustee in its capacity as Trustee, is payable only out of the property specifically described in the Mortgage and the other Loan Documents securing the payment of the Note, by the enforcement of the provisions contained in this Assignment and other Loan Documents. No personal liability shall be asserted or be enforceable against Trustee in its capacity as Trustee, because of, or in respect of the Note or the making, issue or transfer of this Assignment, all such liability with respect to Trustee in its capacity as Trustee, being expressly waived by each subsequent holder hereof. Notwithstanding the foregoing or any other limitations set forth in the Note or the other Loan Documents with respect to Trustee in its capacity as Trustee, having no personal liability for the payment of the Note or performance under the Loan Documents, nothing contained herein shall modify, diminish, or discharge the personal liability of any Assignor or Guarantor whom shall remain personally obligated to pay the Note and perform all of their respective obligations as set forth in this Assignment, the Loan Agreement, the Guaranty and the other Loan Documents. With respect to Trustee in its capacity as Trustee only, each original and successive holder of the Note accepts same upon the express condition that no duty shall rest upon to Trustee in its capacity as Trustee, to sequester the rents, issues and profits arising from the Property, or the proceeds arising from sale or other disposition hereof. Trustee hereby represents that it possesses full power and authority to execute and deliver this instrument.



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[Signatures on the following page]

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink, consisting of several sharp, angular strokes, is written over the diagonal watermark text.

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

**ASSIGNOR:**

**CHICAGO TITLE LAND TRUST COMPANY,  
not individually, but solely as trustee under  
Land Trust Agreement dated July 1, 1985 and  
known as Trust No. 10-1081**

**CHICAGO TITLE LAND TRUST COMPANY,  
not individually, but solely as trustee under  
Land Trust Agreement dated June 8, 1962 and  
known as Trust No. 44551**

**CHICAGO TITLE LAND TRUST COMPANY,  
not individually, but solely as trustee under  
Land Trust Agreement dated June 9, 1980 and  
known as Trust No. 10-24378-08**

**CHICAGO TITLE LAND TRUST COMPANY,  
not individually, but solely as trustee under  
Land Trust Agreement dated October 11, 2000  
and known as Trust No. 10-2214**


**CHICAGO TITLE LAND TRUST COMPANY,  
not individually, but solely as trustee under  
Land Trust Agreement dated August 18, 1980  
and known as Trust No. 1078225**

**CHICAGO TITLE LAND TRUST COMPANY,  
not individually, but solely as trustee under  
Land Trust Agreement dated June 30, 1988 and  
known as Trust No. 10-1359**

**CHICAGO TITLE LAND TRUST COMPANY,  
not individually, but solely as trustee under  
Land Trust Agreement dated December 9, 1971  
and known as Trust No. 10-18645-08**

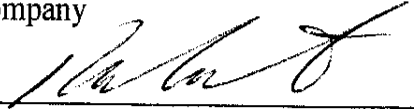
On behalf of each of the aforementioned Trusts:

Chicago Title Land Trust Company, not  
individually but solely as trustee

By:   
Name: LAUREL D. THORPE  
Title: ASSISTANT VICE PRESIDENT

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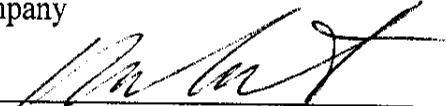
**CRC NAPERVILLE LLC**, an Illinois limited liability company

By: 

Name: Peter C. Cacciatore

Its: Manager

**VJC NAPERVILLE LLC**, an Illinois limited liability company

By: 

Name: Peter C. Cacciatore

Its: Manager

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STATE OF ILLINOIS       )  
   ) SS.  
 COUNTY OF COOK       )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LAUREL D. THORPE, a Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, not personally, but solely as trustee under the Trust Agreements ("Trust"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of the Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11<sup>th</sup> day of October, 2016.



Silvia Medina  
 Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS       )  
   ) SS.  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, a \_\_\_\_\_ of CRC NAPERVILLE LLC, an Illinois limited liability company ("CRC"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of CRC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of October, 2016.

\_\_\_\_\_  
 Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

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STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, a \_\_\_\_\_ of CHICAGO TITLE LAND TRUST COMPANY, not personally, but solely as trustee under the Trust Agreements ("Trust"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of the Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of October, 2016.

\_\_\_\_\_  
 Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF Cook )

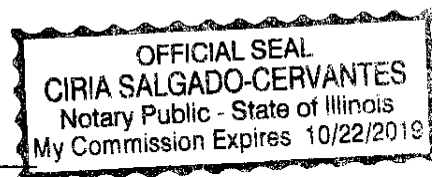
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter C. Cacciatore the Manager of CRC NAPERVILLE LLC, an Illinois limited liability company ("CRC"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of CRC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10<sup>th</sup> day of October, 2016.

*Ciria Salgado-Cervantes*  
 Notary Public

(SEAL)

My Commission Expires: 10-22-19



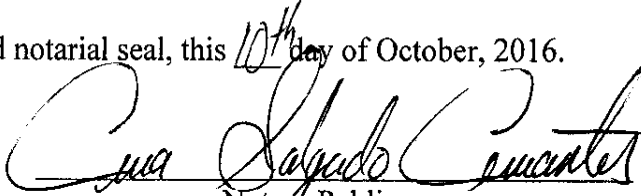


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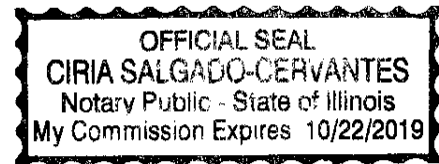
STATE OF ILLINOIS       )  
   )  
 COUNTY OF Cook       ) SS.  
   )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter C. Cacciatore the Manager of VJC NAPERVILLE LLC, an Illinois limited liability company ("VJC"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of VJC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10<sup>th</sup> day of October, 2016.

  
 Notary Public

(SEAL)



My Commission Expires: 10-22-19

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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 1: LOTS 39 THROUGH 48 INCLUSIVE IN H.P. HATCH'S SUBDIVISION OF THE WEST HALF OF THE EAST 2/3 OF THE SOUTH 20 ACRES OF THE WEST 26.61 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO,

LOTS 65 AND 66 IN WEST NORTH AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/3 OF THE SOUTH 20 ACRES OF THE WEST 26.60 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN NUMBERS: 13-33-422-056 (AFFECTS PART OF PARCEL 1)  
13-33-422-057 (AFFECTS PART OF PARCEL 1)

ADDRESS: 5010 W. NORTH AVENUE, CHICAGO, ILLINOIS 60639

PARCEL 2: THE SOUTH HALF OF LOT 21 IN TEMPLE'S SUBDIVISION OF BLOCK 99 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 22 IN PETER TEMPLE'S SUBDIVISION OF BLOCK 99 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 22; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 6.9 FEET THENCE EASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE EAST LINE OF SAID LOT, SAID POINT BEING 9.87 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT, THENCE NORTH ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 9.87 FEET TO THE NORTH EAST CORNER OF SAID LOT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN NUMBERS: 17-16-241-009 (AFFECTS PART OF PARCEL 2)  
17-16-241-055 (AFFECTS PART OF PARCEL 2)

ADDRESS: 501-503 S. WELLS STREET, CHICAGO, ILLINOIS 60607

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PARCEL 3: THAT PART OF LOT 3 IN GEORGE MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID LOT 3, A DISTANCE OF 4.75 FEET NORTH OF THE SOUTH EAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 7.25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF;

ALSO

LOT 6 IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN NUMBER: 17-16-241-062 (AFFECTS PARCEL 3)

ADDRESS: 521-525 S. WELLS STREET, CHICAGO, ILLINOIS 60607

PARCEL 4: LOT 7 IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN NUMBER: 17-16-241-015 (AFFECTS PARCEL 4)

ADDRESS: 527 S. WELLS STREET, CHICAGO, ILLINOIS 60607

PARCEL 5: THE NORTH 1/2 OF LOT 10 AND THE NORTH 1/2 OF LOT 11 IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN NUMBERS: 17-16-241-016 (AFFECTS PART OF PARCEL 5)  
17-16-241-018 (AFFECTS PART OF PARCEL 5)

ADDRESS: 531-539 S. WELLS STREET, CHICAGO, ILLINOIS 60607

PARCEL 6: THE SOUTH 1/2 OF LOT 10 IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN NUMBER: 17-16-241-017 (AFFECTS PARCEL 6)

ADDRESS: 531-539 S. WELLS STREET, CHICAGO, ILLINOIS 60607

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PARCEL 7: THE SOUTH 1/2 OF LOT 11 IN GEORGE W MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN NUMBER: 17-16-241-019 (AFFECTS PARCEL 7)

ADDRESS: 531-539 S. WELLS STREET, CHICAGO, ILLINOIS 60607

PARCEL 8: THE NORTH 1/2 OF LOT 14 IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 IN THE SCHOOL ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN NUMBER: 17-16-241-020 (AFFECTS PARCEL 8)

ADDRESS: 531-539 S. WELLS STREET, CHICAGO, ILLINOIS 60607

PARCEL 9: THE SOUTH 1/2 OF LOT 14, AND ALL OF LOT 15, IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 IN THE SCHOOL ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN NUMBERS: 17-16-241-021 (AFFECTS A PORTION OF PARCEL 9)

17-16-241-022 (AFFECTS A PORTION OF PARCEL 9)

ADDRESS: 549 S. WELLS STREET, CHICAGO, ILLINOIS 60607

PARCEL 10: LOTS 1, 2 AND 3 IN VICTOR J. CACCIATORE SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST 879.6 FEET OF GOVERNMENT LOT 2 OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 2015 AS DOCUMENT NO. 7186956.

PIN NUMBER: 07-31-100-035 (AFFECTS PARCEL 10)

ADDRESS: 1805 BELVIDERE ROAD, GRAYSLAKE, ILLINOIS 60030

PARCEL 11: THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 SECTION, THENCE NORTH 86 DEGREES 36 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 SECTION, 58.99 FEET, MORE OR LESS, TO THE CENTER LINE OF LAKE STREET, THENCE SOUTH 18 DEGREES 30 MINUTES 33 SECONDS EAST ALONG SAID CENTER LINE, 494.59 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 18 DEGREES 30 MINUTES 33 SECONDS EAST, 259.43 FEET, THENCE SOUTH 71 DEGREES 29 MINUTES 28 SECONDS WEST, 50 FEET TO THE WEST LINE OF LAKE STREET, SAID POINT ALSO BEING ON THE WEST LINE OF THE ELGIN O'HARE EXPRESSWAY, THENCE SOUTH 15 DEGREES 50 MINUTES 45 SECONDS EAST ALONG SAID WEST LINE OF THE ELGIN O'HARE

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EXPRESSWAY, 645.70 FEET, MORE OR LESS, TO THE NORTH LINE OF THE ELGIN O'HARE EXPRESSWAY, THENCE NORTH 82 DEGREES 21 MINUTES 15 SECONDS WEST ALONG SAID NORTH LINE, 373.86 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST LINE OF BARRINGTON ROAD AND THE NORTH LINE OF ONTARIOVILLE ROAD, THENCE NORTH 57 DEGREES 32 MINUTES 33 SECONDS WEST ALONG SAID NORTH LINE, 53.71 FEET, MORE OR LESS, TO THE CENTER LINE OF BARRINGTON ROAD, THENCE NORTH 00 DEGREES 17 MINUTES 53 SECONDS WEST ALONG SAID CENTER LINE, 769.39 FEET, THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS EAST, 109.37 FEET, THENCE NORTH 71 DEGREES 29 MINUTES 27 SECONDS EAST, 109.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALSO, PARCEL 1 OF COUNTY CLERK'S ASSESSMENT PLAT OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 9, AND PART OF FRACTIONAL 6, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED FEBRUARY 9, 1972 AS DOCUMENT NO. R72-6571, DUPAGE COUNTY, ILLINOIS.

EXCEPTING FROM ALL OF THE ABOVE THE FOLLOWING: THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BARRINGTON ROAD AND THE NORTH LINE OF ONTARIOVILLE ROAD, THENCE ON A RECORD BEARING OF NORTH 00 DEGREES 17 MINUTES 53 SECONDS WEST ALONG THE EAST LINE OF BARRINGTON ROAD FOR A DISTANCE OF 57.75 FEET TO A POINT OF BEGINNING, SAID POINT BEING ON A CURVE, THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 320.92 FEET AND A CHORD BEARING NORTH 78 DEGREES 32 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 108.55 FEET TO A POINT OF TANGENCY, THENCE NORTH 68 DEGREES 50 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 173.82 FEET (173.78 FEET DEED) TO A POINT; THENCE NORTH 26 DEGREES 44 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 622.03 FEET (62.08 FEET DEED) TO A POINT ON THE WEST LINE OF ELGIN O'HARE EXPRESSWAY, THENCE NORTH 71 DEGREES 29 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 18.07 FEET (18.12 FEET DEED) TO A POINT ON THE WEST LINE OF U S ROUTE 20, SAID POINT BEING THE END OF THE DESCRIBED LINE, IN DUPAGE COUNTY, ILLINOIS. THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 SECTION; THENCE NORTH 87 DEGREES 41 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF SECTION, 52.36 FEET TO THE CENTER LINE OF U S ROUTE #20 (LAKE STREET); THENCE SOUTH 18 DEGREES 09 MINUTES 56 SECONDS EAST ALONG SAID CENTERLINE, 494.59 FEET TO A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 18 DEGREES 09 MINUTES 56 SECONDS EAST, 257.84 FEET, THENCE SOUTH 71 DEGREES 44 MINUTES 30 SECONDS WEST, 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U S ROUTE #20 (LAKE STREET); THENCE SOUTH 15 DEGREES 33 MINUTES 08 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 388.89 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ONTARIOVILLE ROAD, THENCE SOUTH 27 DEGREES 07 MINUTES 02 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 14.51 FEET, THENCE NORTH 18 DEGREES 04 MINUTES 39 SECONDS WEST, 410.28 FEET, THENCE SOUTH 71 DEGREES 55 MINUTES 09 SECONDS WEST, 2.00 FEET; THENCE NORTH 17 DEGREES 58 MINUTES 33 SECONDS WEST, 246.34 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1 IN BLOCK 7 IN FIRST ADDITION TO VILLA VISTA GARDENS, A SUBDIVISION OF PART OF THE WEST HALF OF SAID SECTION 6, RECORDED DECEMBER 21, 1927 AS DOCUMENT 248900, THENCE NORTH 71 DEGREES 50 MINUTES 03 SECONDS EAST ALONG SAID SOUTHERLY LINE OF LOT 1; A DISTANCE OF 28.45 FEET TO THE



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SOUTHEAST CORNER OF SAID LOT 1, THENCE CONTINUING NORTH 71 DEGREES 50 MINUTES 03 SECONDS EAST, ALONG THE EASTERLY EXTENSION OF SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND, ALSO EXCEPT THAT PART FALLING WITHIN THE EXISTING RIGHT-OF-WAY OF BARRINGTON ROAD AND U S ROUTE #20.

PIN NUMBER: 02-06-100-006 (AFFECTS PARCEL 11)

ADDRESS: 1525 EAST LAKE STREET, HANOVER PARK, ILLINOIS 60133

PARCEL 12: LOT 4 IN FREEDOM PLAZA, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 5 AND THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2013 AS DOCUMENT R2013-135849, IN DUPAGE COUNTY, ILLINOIS

PARCEL 12A: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY A RECIPROCAL OPERATING AND EASEMENT AGREEMENT RECORDED SEPTEMBER 24, 2013 AS DOCUMENT NO. R2013-135856 AS AMENDED AND RESTATED BY DOCUMENT R2015-105082 AND SET FORTH ON THE PLAT OF FREEDOM PLAZA, AFORESAID, FOR INGRESS, EGRESS AND PARKING OVER LOTS 1, 2, 3, 5 AND 7 IN SAID FREEDOM PLAZA.

PARCEL 12B: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ACCESS EASEMENT AND LICENSE AGREEMENT RECORDED AS DOCUMENT NO. R2015-046130 TO ACCESS, UTILIZE AND MAINTAIN A TRASH AREA LOCATED ON LAND DEPICTED ON EXHIBIT "C" OF SAID DOCUMENT.

PARCEL 12C: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AND ASSUMPTION OF OBLIGATIONS AGREEMENT RECORDED APRIL 21, 2016 AS DOCUMENT NO. R2016-038088 WHICH PROVIDES ACCESS AND PARKING EASEMENTS OVER LOT 5 IN FREEDOM PLAZA.

PIN NUMBER: 08-05-300-048 (AFFECTS PARCEL 12)

ADDRESS: 1831 ABRITER COURT, NAPERVILLE, ILLINOIS 60563

PARCEL 13: THAT PART OF LOT 1 IN HARRY T. CLAVEY SR. FIRST ADDITION TO WARREN TOWNSHIP, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1958 AS DOCUMENT 983956, IN BOOK 1608 OF RECORDS, PAGE 619 AND THAT PART OF THE WEST 879.6 FEET OF GOVERNMENT LOT 2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 31, BEING ALSO ON THE WEST LINE OF SAID GOVERNMENT LOT 2, BEING ALSO THE SOUTHWEST CORNER OF PARCEL 1 ACCORDING TO DEED IN TRUST QUIT CLAIM DEED RECORDED APRIL 20, 1972 AS DOCUMENT 1553568; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 21 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID

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GOVERNMENT LOT 2, BEING ALSO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, BEING ALSO THE WEST LINE OF SAID PARCEL 1, 1148.46 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 41 SECONDS EAST 8.61 FEET TO THE EXISTING RIGHTS OF WAY LINE OF U.S. ROUTE 45; THENCE NORTH 54 DEGREES 50 MINUTES 34 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF PARCEL 2 ACCORDING TO DEED IN TRUST QUIT CLAIM DEED RECORDED APRIL 20, 1972 AS DOCUMENT 1553568, 65.50 FEET TO THE SOUTH LINE OF SAID PARCEL 2; THENCE NORTH 89 DEGREES 28 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL 2, 5.71 FEET TO A POINT 100.00 FEET NORMALLY DISTANT EAST OF THE CENTER LINE OF U.S. ROUTE 45, BEING ALSO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 15 MINUTES 57 SECONDS WEST ALONG A LINE 100.00 FEET NORMALLY DISTANT EAST AND PARALLEL WITH THE CENTER LINE OF U.S. ROUTE 45, 49.97 FEET; THENCE NORTH 44 DEGREES 38 MINUTES 36 SECONDS EAST 35.41 FEET TO A POINT 65.00 FEET NORMALLY DISTANT SOUTH OF THE CENTER LINE OF ILLINOIS ROUTE 120; THENCE NORTH 89 DEGREES 33 MINUTES 09 SECONDS EAST ALONG A LINE 65.00 FEET NORMALLY DISTANT SOUTH AND PARALLEL WITH THE CENTER LINE OF ILLINOIS ROUTE 120, 115.63 FEET TO THE EAST LINE OF SAID PARCEL 2; THENCE CONTINUING NORTH 89 DEGREES 33 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE 84.37 FEET TO A POINT 325.00 FEET NORMALLY DISTANT EAST OF THE CENTER LINE OF U.S. ROUTE 45; THENCE SOUTH 0 DEGREES 15 MINUTES 57 SECONDS EAST ALONG A LINE 325.00 FEET NORMALLY DISTANT EAST AND PARALLEL WITH THE CENTER LINE OF U.S. ROUTE 45, 225.00 FEET TO A POINT 290.00 FEET NORMALLY DISTANT SOUTH OF THE CENTER LINE OF ILLINOIS ROUTE 120; THENCE SOUTH 89 DEGREES 33 MINUTES 09 SECONDS WEST ALONG A LINE 290.00 FEET NORMALLY DISTANT SOUTH AND PARALLEL WITH THE CENTER LINE OF ILLINOIS ROUTE 120, 225.00 FEET TO A POINT 100.00 FEET NORMALLY DISTANT EAST OF THE CENTER LINE OF U.S. ROUTE 45; THENCE NORTH 0 DEGREES 15 MINUTES 57 SECONDS WEST ALONG A LINE 100.00 FEET NORMALLY DISTANT EAST AND PARALLEL WITH THE CENTER LINE OF U.S. ROUTE 45, 150.03 FEET TO THE POINT OF BEGINNING.

PARCEL 13A: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THAT PART OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT 325.0 FEET EAST OF THE CENTER LINE OF U.S. ROUTE 45 AND 65.0 FEET SOUTH OF THE CENTER LINE OF ROUTE 120; THENCE SOUTH ALONG A LINE PARALLEL WITH THE CENTER LINE OF U.S. ROUTE 45, A DISTANCE OF 40.0 FEET; THENCE NORTHEASTERLY TO A POINT 65.0 FEET SOUTH OF THE CENTER LINE OF ROUTE 120 AND 18.0 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST PARALLEL WITH THE CENTER LINE OF ROUTE 120 TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, AS GRANTED BY INSTRUMENT RECORDED OCTOBER 7, 1991 AS DOCUMENT 3070282.

PARCEL 13B: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER: THAT PART OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT 290.0 FEET SOUTH OF THE CENTER LINE OF ROUTE 120 AND 100.0 FEET EAST OF THE CENTER LINE OF U.S. ROUTE 45; THENCE SOUTH ALONG A LINE PARALLEL WITH THE CENTER LINE OF U.S. ROUTE 45, A DISTANCE OF 50.0 FEET; THENCE EAST PARALLEL WITH THE CENTER LINE OF ROUTE 120, A DISTANCE OF 30.0 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF U.S. ROUTE 45, A DISTANCE OF 50.0 FEET; THENCE WEST PARALLEL WITH THE CENTER LINE OF ROUTE 120, A DISTANCE OF 30.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, AS GRANTED BY INSTRUMENT RECORDED OCTOBER 7, 1991 AS DOCUMENT 3070282.

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PIN NUMBERS: 07-31-106-003 (AFFECTS PARCEL 13)

ADDRESS: 1805 BELVIDERE ROAD, GRAYSLAKE, ILLINOIS 60030

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