

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

6716713 2/2

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

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

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

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

UNOFFICIAL COPY



Doc# 1702655056 Fee \$58.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/26/2017 12:29 PM PG: 1 OF 11

This space reserved for Recorder's use only

## ASSIGNMENT OF LEASES AND RENTS

### 2184 NORTH ELSTON AVENUE

**THIS ASSIGNMENT OF LEASES AND RENTS** is made and delivered this 24th day of January, 2017 by **ELSTON DEVELOPMENT SIGNS LLC**, a Delaware limited liability company ("Assignor"), to **REPUBLIC BANK OF CHICAGO**, an Illinois banking corporation, its successors and assigns ("Assignee").

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 Two Million Six Hundred Sixty Thousand and No/100 Dollars (\$2,660,000.00) ("Loan").

The Loan is evidenced by that certain Promissory Note in the principal amount of the Loan (as amended, restated or replaced from time to time, "Note"), made of even date herewith by Assignor and made payable to the order of and delivered to Assignee.

The Note is secured by, *inter alia*, 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 "Loan Documents". All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

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:

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

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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 “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, “Leases”), now or hereafter existing, of all or any part of the Premises, together with any other obligations of 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.

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) Assignor is the lessor under the Leases and is or will be the lessor under all Leases, in each case either directly or as successor in interest to the named lessor thereunder;

(c) Assignor has not heretofore made any other assignment, which has not been released, of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder or 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) Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignee from operating as landlord under the Leases under any of the terms and provisions hereof or which would limit Assignee in such operation; and

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(e) To Assignor's knowledge, no tenant is in material default under any Lease, except to the extent as disclosed to Assignee in the Rent Roll.

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

(a) Assignor shall not enter into any Lease for all or any portion of the Property without the prior written consent of Assignee, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Assignee's prior written consent shall not be required (i) with respect to a Lease if and only if all of the following conditions are satisfied: (A) the premises described in such Lease (including any other Lease with the same tenant or their affiliate) are less than 2,000 square feet, (B) the time Assignor enters into such Lease, no Event of Default shall have occurred hereunder and be continuing, (C) the terms of such Lease are consistent with prudent management and leasing practices where the Property is located, and (D) Assignor promptly shall furnish to Assignee a true, complete and correct copy of any such Lease within thirty (30) days after execution thereof, and (ii) the Lease terms otherwise comply with the requirements of the Loan Agreement;

(b) Assignor shall, in the ordinary course of Assignor's business and the exercise of prudent property management skills, observe and perform all of the material 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 (i) release the liability of any tenant under any Lease, or (ii) permit or suffer any tenant thereunder to withhold the payment of rent or to make monetary advances and off-set the same against future rentals, or (iii) permit or suffer any tenant thereunder to claim a total or partial eviction, or (iv) permit any tenant thereunder to terminate or cancel any Lease, except as specifically provide therein, or (v) enter into any oral leases with respect to all or any portion of the Property;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder outside the ordinary course of Assignor's business, except for security or similar deposits;

(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 without the prior written consent of Assignee;

(e) Assignor shall not alter, modify or change the 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 such Lease, without Assignee's prior written consent, or do or suffer to be done anything which would terminate any such Lease as a matter of law;

(f) Assignor shall not, except in the exercise of prudent property management practices, without Assignee's prior written consent, without the express written consent of Assignee, accept a surrender of any Lease other than any Lease in which the tenant thereunder is

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in default, 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 other than any Lease in which the tenant thereunder is in default;

(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 suffer to be done anything which would terminate any such guaranty as a matter of law, except in accordance with the terms of said Lease or the exercise of prudent property management practices, without the prior written consent of Assignee;

(n) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignor shall enforce the Leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant, subject to reasonable and prudent property management standards and subject to applicable periods of notice and cure under the Leases;

(j) 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 reasonable costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(k) Assignor shall give prompt notice to Assignee of any material default on the part of the lessor with respect to any Lease received from any tenant thereunder;

(l) Assignor shall furnish to Assignee, at least annually or more frequently if requested by Assignee within ten (10) days after Assignee's written request, the Rent Roll (as described in the Loan Agreement);

(m) In the event that any tenant under any Lease is or becomes the subject of any proceeding under title 11 of the United States Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, the settlement for damages shall be made without the prior written consent of Assignee, which consent shall not be unreasonably withheld, and any check in payment of damages will be applied in accordance with the provisions of Paragraph 7 below.

4. **Rights Prior to Default.** So long as no Event of Default has occurred, Assignee shall not demand from tenants under the Leases or any other person liable thereunder, any of the rents, issues, income and profits assigned hereunder, and Assignor shall have the right to collect at the time, but not more than thirty (30) days in advance of the date, 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, Assignor's right to collect such rents, issues, income and profits or to prosecute and collect under any guaranty of a Lease shall immediately

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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 Loan Documents.

6. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any one or more Events of Default hereunder, Assignee may, at its option, exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event or Events of Default, without further notice or demand on Assignor (except as provided in the Loan Documents), without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor or co-maker of the Note from any obligation hereunder, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien 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 Property, 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 reasonably deem necessary or proper, with full power to make from time to time all reasonable 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 Property, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Property and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder, provided that, for such purpose, 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 to be observed or performed by the tenants thereunder, and provided, further, that 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 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 reasonably 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 then in effect under the Note and shall be secured by this Assignment.



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7. **Application of Proceeds**. All sums collected and received by Assignee out of the rents, issues, income and profits of the Property following the occurrence of any one or more Events of Default shall be applied as follows:

(a) First, to reimbursement of Assignee for all expenses (including court costs and reasonable attorneys' fees) of taking and retaining possession of the Property; managing the Property and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee may reasonably deem necessary and proper; operating and maintaining the Property, including without limitation, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance provided in the Mortgage; the cost of all alterations, renovations, repairs or replacements of or to the Property which Assignee may reasonably deem necessary and proper, with interest thereon at the Default Rate;

(b) Second, to reimbursement of Assignee for and of all sums expended by Assignee pursuant to Paragraph 6 above to make any payment or do any act required herein of Assignor, together with interest thereon as provided herein;

(c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indemnified pursuant to Paragraph 8 below, together with interest thereon as provided herein;

(d) Fourth, to reimbursement of Assignee for and of all other sums expended or disbursed by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the Loan Documents, with interest thereon as provided therein;

(e) Fifth, in the order set forth in the Note; and

(f) Sixth, any balance remaining to Assignor, its successors and assigns.

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 Property following the occurrence of any one or more Events of Default under the provisions hereof or from any other act or omission of Assignee in managing, operating or maintaining the Property following the occurrence of any one or more Events of Default under the provisions hereof. 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, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might 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

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defense of any such claim or demand, the amount thereof, including costs, expenses and attorneys' fees, shall become immediately due and payable by Assignor with interest hereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Property or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Property by any tenant, occupant or other party, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing herein or in the Mortgage contained, and no exercise by Assignee of any of the rights herein or in the Mortgage conferred shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Property, in the absence of the taking of actual possession of the Property by Assignee pursuant to the provisions hereof. 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.

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 hereby acknowledges that Assignee has not received nor been transferred 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.

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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 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 and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Mortgage.

18. **CONSENT TO JURISDICTION.** ASSIGNOR AND ASSIGNEE IRREVOCABLY AGREE THAT, SUBJECT TO ASSIGNEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO (A) 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) ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY, ILLINOIS. ASSIGNOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS, 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.

[Signatures on the following page]



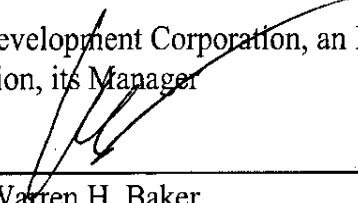
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**IN WITNESS WHEREOF**, Assignor has executed and delivered this Assignment as of the day and year first above written.

**ASSIGNOR:**

**ELSTON DEVELOPMENT SIGNS LLC**, a  
Delaware limited liability company

By: Baker Development Corporation, an Illinois  
corporation, its Manager

By:   
Name: Warren H. Baker  
Its: President

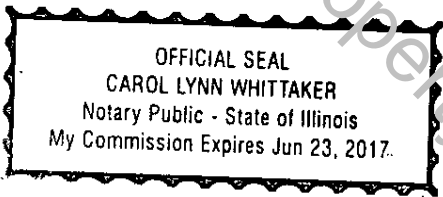
Property of Cook County Clerk's Office

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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 Warren H. Baker, the President of Baker Development Corporation, the Manager of ELSTON DEVELOPMENT SIGNS LLC, a Delaware limited liability company ("Assignor") personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of Assignor for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24<sup>th</sup> day of January, 2017.



Carol Lynn Whittaker  
Notary Public

(SEAL)

My Commission Expires: 6-23-2017

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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 1: THAT PART OF VARIOUS LOTS, VACATED STREETS AND ALLEYS IN VARIOUS SUBDIVISIONS IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 118.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 86.88 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST 300.76 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 38 SECONDS WEST 42.21 FEET TO THE EAST LINE OF NORTH WOOD STREET; THENCE NORTH 00 DEGREES 54 MINUTES 22 SECONDS EAST ALONG SAID EAST LINE 169.79 FEET TO A POINT 188.50 FEET (AS MEASURED ON SAID EAST LINE) SOUTH OF THE SOUTH LINE OF WEST WEBSTER AVENUE; THENCE SOUTH 89 DEGREES 05 MINUTES 38 SECONDS EAST 85.75 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 01 SECONDS EAST 148.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, WITHIN THE LAND DESCRIBED IN, AND SET FORTH IN THE RECIPROCAL EASEMENT AGREEMENT BY ELSTON DEVELOPMENT L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED SEPTEMBER 14, 2005 AND RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NO. 0525810098.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, WITHIN THE LAND DESCRIBED IN, AND SET FORTH IN THE RECIPROCAL EASEMENT AGREEMENT BY ELSTON DEVELOPMENT L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY DATED AUGUST 17, 2011 AND RECORDED AUGUST 17, 2011 AS DOCUMENT NUMBER 1122910046.

PIN NOS.:     14-31-211-007  
                   14-31-211-008  
                   14-31-211-034  
                   14-31-211-035  
                   14-31-211-036  
                   14-31-211-040  
                   14-31-211-041  
                   14-31-211-033  
                   14-31-211-037

ADDRESS:     2184 NORTH ELSTON AVENUE, CHICAGO, ILLINOIS 60614