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Doc#. 2011520053 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds

Date: 04/24/2020 09:29 AM Pg: 1 of 11

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CHI1905133LD LK 303

**DOCUMENT PREPARED BY AND  
WHEN RECORDED MAIL TO:**

**Loan #: 1-004-545**

CARLTON FIELDS  
ONE STATE STREET, SUITE 1800  
HARTFORD, CONNECTICUT 06103  
ATTENTION: KATE S. D'AGOSTINO, ESQ.

PERMANENT INDEX NUMBERS: 08-22-302-016-0000, 08-22-302-017-0000, 08-22-302-017-0000  
AND 08-22-302-028-0000

STREET ADDRESS: 147-225 STANLEY ST. AND 701 GULLO AVENUE, ELK GROVE VILLAGE, ILLINOIS

## ASSIGNMENT OF LEASES AND RENTS

**TCG ELK LLC**  
(Assignor)  
to

**AETNA BETTER HEALTH INC.**  
(Assignee)

Dated as of March 26, 2020

AETNA BETTER HEALTH INC.  
Assignment of Lease and Rents  
Elk Grove Village Industrial Portfolio  
Elk Grove Village, Illinois  
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**Aetna Loan No.: 1-004-545**

## ASSIGNMENT OF LEASES AND RENTS

This **ASSIGNMENT OF LEASES AND RENTS** (this "**Assignment**") is made as of March 26, 2020 by **TCG ELK LLC**, a Delaware limited liability company, having a place of business and a mailing address c/o Trident Capital Group, LLC, 40 Grove Street, Suite 250, Wellesley, Massachusetts 02482 ("**Assignor**"), in favor of **AETNA BETTER HEALTH INC.**, an Ohio corporation, having a place of business and a mailing address at c/o Aetna Investment Group, at 151 Farmington Avenue, RTAA, Hartford, Connecticut 06156 ("**Assignee**").

### WITNESSETH:

**WHEREAS**, Assignee is the owner and holder of that certain Promissory Note of even date herewith, from Assignor, as maker, in favor of Assignee, in the original principal amount of **TWO MILLION THREE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,359,500.00)** (as amended, restated, extended, renewed or otherwise modified from time to time, and all replacements and substitutions thereof, the "**Note**"), bearing interest at a rate or rates as provided in the Note and payable in the manner therein set forth, with the maturity of the Note being April 1, 2025, which Note contains, among other things, provisions for acceleration in the event of an Event of Default (as defined in the Note), provisions limiting prepayments, and provisions for payment of costs of collection, including reasonable attorneys' fees, in the event of an Event of Default, and waives presentment and notice of protest, all as more particularly set forth in the Note; and

**WHEREAS**, the Note is secured, in part, by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith, executed by Assignor, as mortgagor, in favor of Assignee as mortgagee, and to be recorded in the real property records of Cook County, Illinois (the "**Mortgage**", which term shall include all amendments, restatements, extensions and consolidations thereof); and

**WHEREAS**, it is a condition precedent to the lending of certain funds by Assignee to Assignor that Assignor enter into this Agreement.

**NOW THEREFORE**, in order to induce Assignee to lend such funds to Assignor, and as further security for the Note, and all other obligations under the Loan Documents, as hereinafter defined, and in consideration therefor, and in consideration of the sum of **TEN DOLLARS (\$10.00)** cash, in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

Assignor hereby irrevocably, absolutely and unconditionally (and not merely collaterally) **GRANTS, TRANSFERS, ASSIGNS, CONVEYS, WARRANTS, CONFIRMS, PLEDGES, and SETS OVER** unto Assignee, its successors and assigns, the following:

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(a) All right, title and interest and all powers, privileges and benefits of Assignor in, to and under (1) any and all leases, subleases, lettings, sublettings, concessions, licenses, occupancy and use agreements, and similar arrangements, whether oral or written, now or hereafter covering or affecting all or any part of the land described in **Exhibit A** attached hereto and made a part hereof or all or any part of any buildings or improvements now or hereafter located thereon (such land, buildings and improvements being hereinafter collectively referred to as the “**Premises**”), and (2) any and all presently effective or future modifications, amendments, renewals or extensions of any such leases, subleases, lettings, sublettings, concessions, licenses, occupancy and use agreements, and similar arrangements (such leases, subleases, lettings, sublettings, concessions, licenses, occupancy and use agreements, and similar arrangements, and their respective modifications, amendments, renewals and extensions being hereinafter referred to, individually, as a “**Lease**” and, collectively, as the “**Leases**”; the lessees, tenants, concessionaires, licensees, occupants, or other users under such Leases being hereinafter referred to, individually, as a “**tenant**” and, collectively, as the “**tenants**”);

(b) All right, title and interest and all powers, privileges and benefits of Assignor in, to and under any and all presently effective and future guaranties and other surety arrangements of the tenant’s performance under any of the Leases (such guaranties being hereinafter referred to, individually, as a “**Guaranty**” and, collectively, as the “**Guaranties**”);

(c) All rents, royalties, issues, profits, revenues, income and any other money and benefits (including, but not limited to, CAM charges, payments on account of taxes and/or insurance, lease termination payments, prepayments of rents, and non-cash consideration) to which Assignor may now or hereafter be entitled under each and every one of the Leases, and all rents, royalties, issues, profits, revenues, income and other benefits (including, but not limited to, CAM charges, payments on account of taxes and/or insurance, lease termination payments, prepayments of rents, and non-cash consideration) to which Assignor may now or hereafter be entitled under each and every one of the Guaranties (collectively, hereinafter the “**Rent**”); and

(d) All awards hereafter made to Assignor in any bankruptcy, insolvency or reorganization case or proceeding in any state or federal court involving any tenant under any of the Leases or any guarantor under any of the Guaranties and any and all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Leases by any tenant thereunder or by any trustee of any such tenant under any state or federal bankruptcy, insolvency or reorganization law, including, without limitation, any and all rights to recover damages arising out of any such rejection or breach, any and all rights in and to charges payable by any such tenant or by any such trustee with respect to the premises covered by any such Lease following the entry of an order for relief relating to such tenant under such law and any and all rents, income and other benefits outstanding under any of the Leases as of the date of entry of any such order for relief (and Assignor hereby appoints Assignee as Assignor’s attorney in fact to appear in any such case or proceeding on Assignor’s behalf and in its name, to prosecute any claim for such awards or payments and to collect any such award or payment, such appointment being irrevocable and coupled with an interest).

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It is intended that this Assignment be a present, irrevocable and complete transfer and direct and absolute assignment. This Assignment is made by Assignor as additional security for the payment and satisfaction of the following obligations of Assignor: (a) the indebtedness evidenced by the Note; (b) all indebtedness and other obligations secured by, incurred or arising pursuant to the provisions of the Mortgage; and (c) all indebtedness and other obligations secured by, incurred or arising pursuant to the provisions of any and all other instruments securing the payment of the Note or otherwise executed in connection with the transaction of which the Note is a part (as modified from time to time, the instruments referred to in clauses (a), (b) and (c) hereof being hereinafter collectively referred to as the “**Loan Documents**”); **SUBJECT, HOWEVER**, to the terms, provisions and conditions herein set forth.

1. Assignor hereby covenants and warrants as of the date hereof: (a) that Assignor (i) has full title to, and full right to assign, the Guaranties, the Leases and the Rents and other benefits which become due and payable thereunder; (ii) has not executed any prior assignments of the Guaranties, the Leases or the Rents and other benefits which become due and payable thereunder; and (iii) has performed no act or executed any other instrument which might prevent Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; (b) with respect to each of the Leases presently in effect (i) each such Lease is valid and enforceable and is in full force and effect; (ii) each such Lease has not been modified or any provision thereof waived; (iii) the tenant thereunder is not in default under the terms of any such Lease; and (iv) the tenant thereunder has no claim or offset under any such Lease against any rents or charges due or to become due thereunder; provided, nevertheless, that the foregoing clause (b) shall be for the benefit of Assignee only and shall not be deemed to affect the rights of Assignor with respect to any such Lease or against any tenant thereunder; and (c) with respect to each of the Guaranties, the Guaranty is in full force and effect and is not subject to any claims or offsets by the guarantor thereunder.

2. Assignor covenants and agrees that, so long as the indebtedness evidenced by the Note shall remain unpaid, Assignor shall not, without the prior written consent of Assignee, which consent shall be in the sole, absolute, and unlimited discretion of Assignee, except to the extent expressly permitted in the Mortgage: (a) further assign the Guaranties, the Leases or the Rents and other benefits which become due and payable thereunder; or (b) enter into any agreement or do any act to subordinate any of the Guaranties or any of the Leases; or (c) consent to the release of any party liable under any of the Leases or under any of the Guaranties relating to any such Leases; or (d) consent to the assignment of the interest of any tenant under any of the Leases or to any subletting thereunder; and any such act, if done or permitted to be done without the prior written consent of Assignee, shall be null and void.

3. Assignor covenants and agrees: (a) to observe and perform all obligations imposed upon the landlord under the Leases and not to do or permit to be done anything to impair the security thereof, and to execute and deliver at the request of Assignee all such further assurances and assignments of the Leases and the Guaranties, and the premises covered thereby, as Assignee shall from time to time reasonably require; (b) to appear in and defend any action growing out of, or in any manner connected with, any of the Leases or any of the Guaranties or the obligations or liabilities

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of Assignor as landlord or of the tenant or guarantor thereunder; and (c) to enforce the performance and observance of each and every material covenant and condition of each Lease to be performed or observed by the tenant thereunder. Assignor shall furnish to Assignee, promptly after the receipt thereof, or the mailing or service thereof by Assignor, as the case may be, a copy of each default notice which Assignor shall give to or receive from any tenant under any of the Leases. Assignor shall, upon request from Assignee, furnish Assignee within five (5) days after such request, true and complete copies of all Leases and Guaranties then in effect.

4. Notwithstanding anything to the contrary contained herein, for so long as no Event of Default continues to exist, Assignor shall be entitled, and is hereby granted a license, to collect, use and enjoy all rents, income and other benefits which become due and payable under the Leases or the Guaranties, but not more than one (1) month in advance, and to exercise and enjoy all of the rights, benefits and privileges of the landlord or lessor under the Leases and Guaranties. All rents, income and other benefits payable under the Leases or the Guaranties, collected by Assignor, whether before or after an Event of Default (as defined in the Mortgage), shall constitute a trust fund for payment of all amounts due under the Note and the Loan Documents, including, without limitation, principal and interest, taxes, assessments, insurance premiums, and maintenance and utility charges relating to the Premises, and Assignor shall use and apply such rents, income and other benefits in such manner before using the same for any other purpose. If an Event of Default shall have occurred and be continuing, the aforesaid license shall, at the option of Assignee, terminate, in which event Assignee shall have the right (i) to collect said rents, income and other benefits, with or without taking possession of the Premises or any part thereof, (ii) to enter upon and take possession of the Premises, or any part thereof, for the purpose of collecting said rents, income and other benefits, (iii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Assignee, (iv) to let the Premises or any part thereof, and (v) to apply said rents, income and other benefits, after payment of all necessary charges and expenses, toward the payment of principal, interest, reasonable attorneys' fees and other indebtedness under the Note and any of the Loan Documents, in such order as Assignee in its discretion may elect. A written demand by Assignee on any tenant for the payment of rent, income and other benefits which become due under such tenant's Lease shall be sufficient to warrant and require such tenant to make all future payments of such rents, income and other benefits directly to Assignee without the necessity for further consent by Assignor. Each such tenant shall be entitled to rely upon a written demand by Assignee for such payment and shall be fully protected from all claims by Assignor for all payments made to Assignee after receipt of such written demand. Assignor hereby authorizes Assignee to give notice in writing of this Assignment to any tenant under any of the Leases.

5. The acceptance of this Assignment and the collection of rents, income and other benefits under the Leases or the Guaranties shall not constitute a waiver of any rights of Assignee under the terms of the Note or the Loan Documents. The receipt by Assignee of any rent, income or other benefits under the Leases or the Guaranties pursuant to this Assignment after the institution of foreclosure proceedings under any of the Loan Documents shall not cure any default of Assignor hereunder or under the Note or any of the Loan Documents or affect such proceedings or any sale pursuant thereto. No waiver by Assignee of any breach by Assignor of any covenant or condition

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contained herein, nor any failure by Assignee to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such covenant or condition or of any subsequent breach of any such covenant or condition, or bar any right or remedy of Assignee in respect of any such subsequent breach. Any action of Assignee hereunder shall not constitute a waiver of or be deemed to cure any default by Assignor hereunder or under the Note or any of the Loan Documents, and shall not affect or prejudice any other rights or remedies of Assignee which other rights or remedies may be exercised by Assignee prior to, concurrently with or subsequent to action hereunder; and any action by Assignee under the Note or any of the Loan Documents, or the release of any party liable thereunder, or any extension or indulgence with respect thereto, shall not affect or prejudice Assignee's rights hereunder.

**6.** Assignee shall not be liable for any loss sustained by Assignor resulting from any failure by Assignee to let the Premises, or any part thereof, after an Event of Default or from any other act or omission of Assignee in managing the Premises, or any part thereof, after an Event of Default. The acceptance of this Assignment shall not be deemed to impose upon Assignee any of the obligations or duties of Assignor provided in any of the Leases arising prior to Assignee taking possession of the Premises, and Assignor shall comply with and observe its material obligations as landlord under all Leases. Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liabilities, losses, damages, claims, demands and expenses (including, without limitation, reasonable attorneys' fees) which may or might be incurred under any of the Leases or under or by reason of this Assignment or which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Assignee incur any such liabilities, losses, damages, claims, demands or expenses, the amount thereof shall be secured hereby; and Assignor shall reimburse Assignee therefor immediately upon demand.

**7.** In the absence of taking of actual possession of the Premises by Assignee, in its own right and person, Assignee (i) shall not be deemed a mortgagee in possession, (ii) shall not be responsible for the payment of any taxes or assessments with respect to the Premises, (iii) shall not be liable to perform any obligation of the lessor under any of the Leases or under applicable law, (iv) shall not be liable to any person for any dangerous or defective condition in the Premises nor for any negligence in the management, upkeep, repair, or control of the said Premises resulting in loss or injury or death to any person, and (v) shall not be liable in any manner for the remediation of any environmental impairment. In the event that Assignee takes actual possession of the Premises, and to the greatest extent permitted by law, Assignee shall not be deemed to have accepted any responsibility or liability for any acts or obligations of Assignor preceding Assignee's taking of actual possession including, but not limited to, any costs, expenses, damages, assessments, and the like. To the extent, if any, that Assignee pays any such costs, expense, damage, assessment, or the like following Assignee's taking of actual possession, said payment(s) shall be reimbursed by Assignor in the manner provided for in the Loan Documents.

**8.** Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, relating to any of the Leases in a proceeding under

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the bankruptcy laws of the United States (“Bankruptcy Code”) including, without limitation, the right to file and prosecute, all to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents.

If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under the Leases, shall determine to reject any Leases pursuant to Section 365(a) of the Bankruptcy Code, Assignor shall give Assignee 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 Leases. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Leases to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Leases. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Leases 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.

**9.** Nothing contained herein and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and the Loan Documents. The right of Assignee to collect the indebtedness evidenced by the Note and to enforce any other security therefor may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

**10.** Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms of the Note and the Loan Documents, but shall be subject to the applicable cure periods provided for in the Note and Loan Documents.

**11.** Any expenditures made during the continuance of an Event of Default by Assignee in curing, on Assignor’s behalf, any default by Assignor under any of the Leases, with interest thereon at the Default Rate set forth in the Note from the date incurred until paid, shall become part of the debt secured by this Assignment.

**12.** In the event that any of the covenants, agreements, terms or provisions contained in this Assignment, the Note or any of the Loan Documents shall for any reason be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any such covenants, agreements, terms or provisions shall operate, or would prospectively operate, to invalidate this Assignment, the Note or any of the Loan Documents, then, and in any such event, such covenants, agreements, terms or provisions only shall be deemed to be null and void and of no force and effect, and the validity, legality and enforceability of the remaining covenants, agreements, terms or provisions contained in this Assignment, the Note and the Loan Documents shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed.

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13. The terms, provisions, representations and warranties herein contained shall be binding upon Assignor and the respective heirs, administrators, executors, personal representatives, successors and assigns of Assignor, as well as any subsequent owner of the Premises, and shall inure to the benefit of Assignee, its successors and assigns, including, without limitation, any subsequent holder of the Mortgage or any party who acquires title to the Premises in foreclosure. No assignee of the landlord's interest in said Leases after a foreclosure of the Mortgage shall be liable to account to Assignor for any rents, income or other benefits thereafter collected.

14. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Mortgage.

15. All notices to any party hereto shall be delivered in accordance with the manner set forth in the Mortgage.

16. This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

17. The provisions of paragraph 19 of the Note are hereby incorporated by reference herein.

18. **WAIVER OF JURY TRIAL.** ASSIGNOR AND ASSIGNEE, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY (a) AGREE THAT NEITHER OF THEM SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF OR OTHERWISE RELATING TO THE INDEBTEDNESS, THE MORTGAGE, ANY OF THE OTHER LOAN DOCUMENTS, ANY RELATED INSTRUMENT OR AGREEMENT, ANY COLLATERAL FOR ALL OR ANY PART OF THE INDEBTEDNESS, OR THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG ASSIGNEE AND ASSIGNOR, IF ANY, IN CONNECTION THEREWITH, (b) IRREVOCABLY WAIVE ANY AND ALL RIGHT TO ANY SUCH JURY TRIAL, AND (c) AGREE THAT NEITHER OF THEM SHALL SEEK TO CONSOLIDATE ANY SUCH LAWSUIT, ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION PROCEDURE AS TO WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LAWSUIT, ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION PROCEDURE AS TO WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS SECTION HAS BEEN FULLY DISCUSSED BY ASSIGNOR AND ASSIGNEE, EACH OF WHOM HAS BEEN REPRESENTED BY COUNSEL. THIS SECTION SHALL NOT BE SUBJECT TO ANY EXCEPTIONS, AND NO SUCH PERSON HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PERSON THAT THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

19. **MERGER.** THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY

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**EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**20. UNWRITTEN AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**21. Term of Assignment.** The term of this Assignment shall be until the Indebtedness (as defined in the Mortgage) has been paid in full and the Mortgage has been cancelled and satisfied of record. The cancellation and satisfaction of record of the Mortgage shall automatically constitute a satisfaction, cancellation and release by Assignee of Assignor's obligations and Assignee's rights under this Assignment.

*[Remainder of page intentionally left blank; signature page to follow]*

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## EXHIBIT A

### Description of Land

**PARCEL 1:**

LOT 1 IN R & S RESUBDIVISION BEING A RESUBDIVISION OF LOTS 1 AND 2 IN GULLO INTERNATIONAL'S RESUBDIVISION IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 3 AND 4 IN GULLO INTERNATIONAL'S RESUBDIVISION OF LOT 3 IN GULLO INTERNATIONAL'S OFFICE AND INDUSTRIAL CENTER SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 5 IN GULLO INTERNATIONAL'S RESUBDIVISION OF LOT 3 IN GULLO INTERNATIONAL'S OFFICE AND INDUSTRIAL CENTER BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 08-22-302-016-0000; Parcel 08-22-302-017-0000; Parcel 08-22-302-018-0000; Parcel 08-22-302-028-000

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