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COLLATERAL ASSIGNMENT OF LEASE AND RENT

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THIS ASSIGNMENT made as of the 1st day of December, 1985, from LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to such trustee in pursuance of a Trust Agreement dated June 21, 1984, and known as Trust No. 108540 (the "Trustee") and SCHAUMBURG TECH III PARTNERSHIP, an Illinois limited partnership, being the sole Beneficiary of the Trust Agreement pursuant to which the Trustee acts (the "Beneficiary"; the Beneficiary and the Trustee are herein referred to jointly as the "Assignor") to CHEMICAL BANK, a New York banking corporation (the "Lender").

WHEREAS, the Illinois Development Finance Authority ("Issuer"), a political subdivision, body political and municipal corporation, organized and existing under the laws of the State of Illinois, has issued its Industrial Project Revenue Bond, (Schaumcurg Tech III Partnership Project), Series in the principal amount of Nine Million Five Hundred Thousand and No/100 Dollars (\$9,500,000.00) (collectively, the "Bond").

WHEREAS, the proceeds from the sale of the Bond are to be loaned by Issuer to Trustee to finance the acquisition, construction, improving and equipping of a four-story office building, parking lot, and related facilities located in Schaumburg, Illinois purruant to a Loan Agreement (hereinafter referred to as the "Loan Agreement") of even date herewith, among Issuer, Trustee, and Baneficiary, which debt is evidenced by the Loan Agreement; and

WHEREAS, Issuer has assigned to Lender pursuant to an Assignment of Loan Agreement of even date herewith, between Issuer and Lender, all of its right, title and interest in and has granted a security interest to the Loan Agreement to Lender; and

WHEREAS, Lender will purchase the Bord and advance the purchase price thereof to Trustee pursuant to the Loan Documents (as defined in the Loan Agreement); and

WHEREAS, Trustee has executed a Mortgage (herein called the "Mortgage") to secure the Bond, conveying the premises (the "Premises") legally described in Exhibit A attached hereto;

NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt value of is hereby acknowledged, and as further and additional security for payment of the Bond; the principal sum, interest, premiums and other indebtedness evidenced thereby; any amendments,

THIS INSTRUMENT PREPARED BY:

ROBERT H. SHADUR, Esq.
Greenberger, Krauss & Jacobs, Chartered
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

COOK COUNTY, ILLINOIS

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extensions or renewals of the Bond; any other indebtedness or obligation secured or guaranteed by the Mortgage; payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of this Assignment; and the performance and discharge of each and every obligation, covenantand agreement of Assignor contained in this Assignment, the Bond, the Mortgage, the Loan Agreement or any of the other Loan Documents, does hereby sell, assign and transfer unto the Lender its interest in (i) that certain lease dated July 15, 1985 by and between the Trustee, as Lessor, and the State of Illinois by the Department of Central Management Services for the use of the Illinois Department of Transportation, as Lessee ("Lessee"); and (ii) any and all extensions, renewals and replacements of the foregoing (all of the foregoing are herein referred to as the "Lease"), together with all the rents, income, issues and profits now due and which may hereafter become due under or by virtue of the Lease, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the foregoing to Lender.

To protect and further the security of this Assignment, the Assignor agrees as follows:

- 1. Agreements Regarding Leases. The Trustee agrees and represents and the Beneficiary agrees, represents and warrants unto Lender as follows:
  - (a) Assignor is the sole owner of the entire interest of the lessor in the Lease; without Lender's prior written consent, Assignor will not transfer, sell, assign, pledge, encumber or grant a security interest in the Lease; without Lender's prior written consent, Assignor will not consent to, suffer or permit the assignment or subletting of the leasehold estate created under the Lease; any attempted assignment or subletting by Assignor without Lender's written consent shall be null and void;
  - (b) the Assignor will promptly rollify Lender of any default or claimed default by lessor or Lessee under the Lease of which it becomes aware;
  - (c) if the Lease provides for the abatement of rent during repair of the premises demised the reinder by reason of fire or other casualty, Assignor shall furnish rental insurance to Lender in amount and form and written by insurance companies as shall be satisfactory to Lender;
  - (d) the Assignor shall not hereafter permit the lease to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is now, or may pursuant to its terms become, subolainate, nor terminate, modify or amend the Lease or any of the terms thereof without the prior written consent of Lender, and any attempted termination, modification or amendment of the Lease without such written consent shall be null and void;
  - (e) no payment of rent has been or will be made by Lessee for more than one month's installment in advance or has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor except to the extent permitted under the

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Lease, and the Assignor waives any right of set-off against Lessee; Assignor has not made and will not make any other or further assignment of the rents, issues, income or profits of the Premises or of the Lease except subsequent to or in connection with the release of this Assignment with respect to such portion of the Premises so released;

- (f) the Assignor shall perform all of its covenants and agreements under the Lease and shall not suffer or permit any release of liability of, or right to withhold payment of rent by, Lessee;
- (g) the Assignor shall not commence or continue proceedings to evict, remove or dispossess Lessee or to terminate the Lease without prior written consent of Lender;
- (h) The Lease is valid and unmodified and in full force and effect, and Lessee is not in default under any of the terms, covenants or conditions thereof; and
- (i) the Assignor shall not waive, cancel, release, modify, excure, condone, discount, set-off, compromise or in any marker release or discharge the Lessee from any obligation, covenant, condition or requirement of the Lease, without prior written consent of Lender.

Any amounts received c? Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of the Lease prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after the date of any Default under the Loan Agreement or under any of the Loan Documents, which default shall not have been cured within the time periods, if any, expressly established therefore, shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Lender.

- 2. Waiver Of Liability. Nothing herein contained shall be construed as constituting Lender a "mortgagee in prospession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers granted by the Mortgage, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by the Assignor.
- 3. <u>Further Assurances And Assignments</u>. The Assignor further agrees to execute and deliver immediately upon the request of Lender, all such further assurances and assignments concerning the Lease or the Premises as Lender shall from time to time require.

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- 4. Exercise Of Remedies. In any case in which under provisions of the Mortgage Lender has a right to institute In any case in which under the foreclosure proceedings, whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, upon demand of Lender, the Assignor agrees to surrender to Lender and Lender shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may, with or without force or notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the Assignor or the then owner of the Premises relating thereto, and may exclude the Assignor, its agents, or servants, wholly therefrom and may as attorney in fact of the Beneficiary or agent of the Assignor, or in its own name as mortgagee and under the powers berein granted hold operate manage and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either regionally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed profe) or necessary to enforce the payment of security of the rents income, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate the Lease or sublease for any cross or on any ground which would entitle the Assignor to cancel the same, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof and to receive all such rents. income, issues and profits.
- 5. <u>Indemnity</u>. Lender shall not at any time (regardless of any exercise by Lender, or right of Lender to exercise, any powers herein conferred) be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease and the Beneficiary shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which Lender may or might incur under or by reason of (a) the Lease, (b) the assignment thereof, (c) any action taken by Lender or its agents hereunder, unless constituting wilful misconduct or gross negligence, or (d) claims and demands which may be asserted against it by reason of any alleged obligations or undertakings on its part to (or to cause the Assignor to) perform or discharge any of the terms, covenants or agreements contained in the Lease.
- 6. Application Of Proceeds. Lender in the exercise of the rights and powers conferred upon it by this Assignmen's shall have full power to use and apply the rents, income, issues and profits of the Premises to the payment of or on account of the following, in such order as Lender may determine:
  - (a) operating expenses of the Premises, including costs of management and leasing thereof (including reasonable compensation to Lender and its agents, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), establishing any claims for damages, and premiums on insurance hereinabove authorized; it being expressly understood and agreed that

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Lender in the exercise of such powers may so pay any claims purporting to be for any operating expenses of the Premises, without inquiry into, and without respect to, the validity thereof and whether such claims are in fact for operating expenses of the Premies;

- (b) taxes and special assessments now due or which may hereafter become due on the Premises;
- (c) the costs of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the reasonable judgment of Lender, make it readily rentable;
- (d) any indebtedness secured or guaranteed by the Mortgage or any deficiency which may result from any foreclesure sale.
- 7. Power Of Attorney. Beneficiary does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead and the Assignor hereby authorizes Lender, with or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all rents, income, issues and profits now or hereafter arising from or accruing or due under the Lease or any other leases of the Premises or any part thereof with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth. Powers of attorney conferred upon hender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Lender.
- 8. Occurrence Of Default. Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur a Default as defined in the Loan Agreement, or a default in the performance and coservance by any party other than Lender of its obligations and agreements under, the Bond, the Mortgage or the Loan Agreement in each instance after any applicable grace periods shall have expired. Nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under the Bond, Mortgage or Loan Agreement or to affect the impression of a trust upon funds received by a trustee in the manner provided for in Paragraph 1 above.
- 9. Instruction To Lessee. The Assignor further specifically and irrevocably authorizes and instructs Lessee to pay all unpaid rental agreed upon in the Lease to Lender upon receipt of demand from Lender so to pay the same, without any inquiry as to whether or not said demand is made in compliance with the immediately preceeding paragraph hereof. Lender has not received or been transferred any security deposit with respect to the Lease, and assumes no responsibility for any such security deposit until such time such security deposit may be transferred to Lender and accepted by Lender by notice to Lessee.

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- 10. Election Of Remedies. It is understood and agreed that the provisions set forth in this Assignment shall be deemed a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Bond or the Mortgage but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted Lender, all of which remedies shall be enforceable concurrently or successively. No exercise by Lender of any of its rights hereunder shall cure, waive or affect any default hereunder or Default under the Bond or the Mortgage. No inaction or partial exercise of rights by Lender shall be construed as a waiver of any of its such rights and remedies, and no waiver by Lender of any such rights and remedies shall be construed as a waiver by Lender of any of its other rights and remedies.
- 11. Continual Effectiveness. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by Lender shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations evidenced by the Bond or secured or guaranteed by the Mortgage, in whatever form, and until all bills incurred by virtue of the suthority herein contained have been fully paid out of rents, income, issues and profits of the Premises, or by the Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless all indebtedness secured or guaranteed by the Mortgage is fully satisfied before the expiration of any period of redemption.
- 12. Bankruptcy. In the event Lessee should be the subject of any proceeding under the Federal Bankruptcy 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 Lease assigned hereby, the Assignor covenants and agrees that if the Lease is so terminated or rejected, no settlement for damages shall be made victout the prior written consent of Lender, and any check in payment of damages for termination or rejection of the Lease will be made payable both to the Assignor and Lender. The Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Lender may elect.
- 13. Notices. Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second (2d) business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or at such other place as such party may have designated to all other parties by notice in writing in accordance herewith:
  - (a) If to Assignor:

Schaumburg Tech III Partnership c/o The Alter Group 3000 Glenview Road Wilmette, Illinois 60091 Attn: William A. Alter

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with a copy to:

LaSalle National Bank 135 South LaSalle Street Chicago, Illinois 60690 Attn: Land Trust Department Re: Trust No. 108540

with a copy to:

Anos, Anos, Friedman & Logan 77 West Washington Street Suite 1211 Chicago, Illinois 60602 Attn: Joseph Ash, Esq.

(b) If to Lender:

Chemical Bank
633 Third Avenue
7th Floor
New York, New York 10017
4th: Real Estate Division - District II
Daniel J. Monroe

with z copy to:

Greenberger, Krauss & Jacobs, Chartered 180 North LaSalle Street Suite 2700 Chicago, Illinois 60601 Attn: Robert H. Shadur, Esq.

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

- 14. Binding Agreements. This Assignment and all provisions hereof shall be binding upon the Truster and Beneficiary, their successors, assigns, and legal representatives and all other persons or entities claiming under or through them, or either of them, and the word "Assignor", when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender", when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.
- 15. Governing Law; Interpretation. This Assignment shall be governed by the laws of the State of Illinois in whice State the Premises are located, without reference to the conflicts of laws principles of that state. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision oc the remaining provisions of this Assignment. Time is of the essence of this Assignment.
- 16. <u>Miscellaneous</u>. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or

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terminated orally. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Agreement. As used in this Assignment, the singular shall include the plural and the plural shall include the singular and masculine. feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

- 17. <u>Joint and Several Liability</u>. Beneficiary and Trashall be jointly and severally liable hereunder. An action enforce this Assignment may be brought against either the Beneficiary and Trustee An action to Beneficiary or Trustee without any requirement of joinder of the other party in such action. Any amounts due under this Assignment may be recovered in full from either the Beneficiary or Trustee.
- Exculpation. This Assignment is executed and delivered by the undersigned trustee, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that said Trustee hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability on said Trustee personally to pay the indebtedness secured by this Assignment or any interest that may accrue thereon or to perform any covenant, express or implied contained herein, all such personal liability, if any, being expressly waived by Assignee and by every person now or be eafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the day and year first above written.

asistant Secretary

By:

Name: Tit/le

Clark Jamas.

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Assistant Vius Bresident

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LARALLE NATIONAL BANK, a national banking association, not personally,

but as Trustee as aforesaid

By:

Name: Title:

Attest:

Asst. Sec.

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STATE OF ILLINOIS )
COUNTY OF COOK )
I, WARTHA' ANN BROOKING a Notary
Public, in and for said County. in the State aforesaid, DO HEREBY CERTIFY that James A. Clark Smistant Vico President
of LaSalle National Bank, a national banking association, personally known to me to be acting not personally but as
Trustee under Trust Agreement dated June 21, 1984, and known as Trust Number 108540, and Rita Slimm Welter Assistant Secretary
Trust Officer of said Bank are personally known to me to be the same persons whose names are subscribed to the foregoing Assistant Secretar
instrument as such Sulmant Vice President and Trust Office that Secretar respectively, appeared before me this day in person and
acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said first Critical then and
there acknowledged that he, as custodian of the corporate seal
of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.
GIVEN under my hard and Notarial Seal, this 3/4 day of
Mathe an Brooking
My Commission Expires: 8-30-87
STATE OF ILLINOIS )
COUNTY OF COOK ) SS
I. Georgia Foliadis De Notary Public,
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rondo lob F. Thomas
and Toseob Heb , are personally known to me to be the same persons whose names are subscribed to
the foregoing instrument as the Vice - President and Assident Secretary of Schaumburg Tech III Partnership,
an Illinois limited pattnership and that they appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary oct
and as the free and voluntary act of Schaumburg Tech III Partnership for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, this 3040 day of December. A.D., 1985.

OF COOK COUNTY CLERK'S OFFICE

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#### EXHIBIT A To Collateral Assignment of Lease and Rent

The Premises

#### LEGAL DESCRIPTION

ALL OF LOT 12 IN THE TOLLWAY CENTER OF SCHAUMBURG UNIT 1, BEING A RESUBDIVISION OF LOT 1 AND PART OF LOT 2 IN HIGHLAND MODOS INDUSTRIAL CENTER IN FRACTIONAL SECTION 3, TOMNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400990 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400990 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400990 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400990 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400990 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400990 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400900 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400900 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400900 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400900 AND REGISTERED MOVEMBER 4, 1982 AS DOCUMENT NO. 26400900 AND REGISTERED AS MOVEMBER 4, 1982 AS DOCUMENT NO. 26400900 AND REGISTERED AS FOLLOWS; BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LIME OF SAID LOT 2 MITH A LINE 325.22 FEET, AS MEASURED AT RIGHT AMBLES, SOUTH OF AND PARALLEL MITH THE MORTH LINE OF SCHAUMBURG UNIT 1, AFORESAID; THENCE NORTH 190 DEGREES OD MINUTES 00 SECONDS EAST ALONG SAID LINE PARALLEL MITH THE MORTH LINE OF SCHAUMBURG UNIT 1, AFORESAID, THENCE SOUTH MEST LINE OF CENTER COURT. (FORMERLY KNOWN AS GOEDE DRIVE); SAID POINT BEING ALSO THE SOUTHLESTERLY KNOWN AS GOEDE DRIVE); SAID POINT BEING ALSO THE SOUTHLESTERLY LINE OF CENTER COURT. SOUTHEASTERLY ALONG THE SOUTHLESTERLY LINE OF CENTER COURT. SOUTHEASTERLY ALONG THE SOUTHLESTERLY LINE OF CENTER COURT. SOUTHEASTERLY ALONG THE SOUTHLESTERLY LINE OF SAID CENTER COURT. SOUTHEASTERLY ALONG THE SOUTHLESTERLY LINE OF SAID CENTER COURT. SELING A CURVED LINE CONVEX SOUTHWESTERLY HAVING A CENTER COURT. SOUTHWESTERLY ALONG THE SOUTHLESTERLY LINE OF SAID CENTER COURT. THENCE MORTH 43 DEGREES 29 MINUTES OF SECONDS EAST ALONG THE SOUTHLESTERLY LINE OF SAID LOT 2; THENCE SOUTH BE DEGREES 50 MINUTES 39 SECONDS EAST ALONG THE SOUTHLESTE Office

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