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COLLATERAL ASSIGNMENT OF RENTS AND LEASES

---

LYONS FEDERAL TRUST AND SAVINGS BANK, ASSIGNEE

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1986, AND KNOWN AS TRUST NUMBER 100662-07, ASSIGNOR

---

COLLATERAL ASSIGNMENT SECURING $288,000.00 NOTE
EFFECTIVE AS OF DECEMBER 31, 1986

86630473

THIS DOCUMENT PREPARED BY AND UPON RECORDING IS TO BE RETURNED TO:

GUERARD & DRENK LTD.
100 WEST ROOSEVELT ROAD, A-1
WHEATON, ILLINOIS 60187

Property of Cook County Clerk's Office

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COLLATERAL ASSIGNMENT OF RENTS AND LEASES

---

LYONS FEDERAL TRUST AND SAVINGS BANK, ASSIGNEE

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT
PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 25, 1986, AND KNOWN AS
TRUST NUMBER 100562-07, ASSIGNOR

---

COLLATERAL ASSIGNMENT SECURING $288,000.00 NOTE
EFFECTIVE AS OF DECEMBER 31, 1986

86630473

THIS DOCUMENT PREPARED BY AND UPON
RECORDING IS TO BE RETURNED TO:

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# COLLATERAL ASSIGNMENT OF RENTS & LEASES

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(This table of contents is not part of the Assignment and is only for convenience and reference)

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# COLLATERAL ASSIGNMENT OF RENTS & LEASES

## TABLE OF CONTENTS

(This table of contents is not part of the Assignment and is only for convenience and reference)


Section

1.1 Assignment of Right, Title and Interest

2.1 Purpose
(a) Secure payment of Note
(b) Secure payment of sums under Mortgage/other security instruments
(c) Secure performance of [illegible] under Mortgage, other instruments

3.1 Assignors Covenant of Agreements
(a) Assignee Totality of Rights
(b) Validity/Enforceability of Existing Leases
(c) No other Leases or [illegible]
(d) Consent to Lease Alterations
(e) No Present Defaults
(f) Notice to Assignee
(g) Effect of Merger
(h) Subordination of Leases

4.1 Further Agreements
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8.1 Heirs, Representatives, Successors, Assigns and Gender

9.1 Written Modification, Amendments, Waivers


Legal Description
Schedule of Leases
Acknowledgment

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## COLLATERAL ASSIGNMENT OF RENTS AND LEASES

**THIS ASSIGNMENT**, made this 31st day of December, 1986, is by and between **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally but as Trustee under Trust Agreement dated November 25, 1986, and known as Trust Number 100662-07 whose address is 33 N. LaSalle Street, Chicago, Illinois, (hereinafter referred to as **"Borrower"** and/or **"Assignor"**), and **LYONS FEDERAL TRUST AND SAVINGS BANK**, whose address is 911 Elm, Hinsdale, Illinois (hereinafter referred to as the **"Assignee"**).

1.1 Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower in, to and under all leases together with any and all future leases hereinafter entered into by any lessor affecting the subject property commonly known as 7516-7518 N. Eastlake Terrace, Chicago, Illinois and legally described in **Exhibit "A"** attached hereto and made a part hereof, and all guaranties, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the **"Leases"**, and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the subject property.

2.1 This Assignment is made for the purpose of securing:

2.1(a) The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the principal sum of **TWO HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 ($288,000.00) DOLLARS** (hereinafter referred to as the **"Note"**) and secured by a certain Mortgage (hereinafter referred to as the **"Mortgage"**) of even date herewith encumbering the subject property; and

2.1(b) The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

2.1(c) The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage and any other instrument constituting security for the Note.

3.1 Assignor covenants and agrees with Assignee as follows:

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# COLLATERAL ASSIGNMENT OF RENTS AND LEASES

**THIS ASSIGNMENT**, made this 31st day of December, 1946, is by and between **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally but as Trustee of Trust Agreement dated November 25, 1946, and known as Trust Number 100662-07 whose address is 33 N. LaSalle Street, Chicago, Illinois, (hereinafter referred to as "**Borrower**" and/or "**Assignor**"), and **LYONS FEDERAL TRUST AND SAVINGS BANK**, whose address is 311 Elm, Hinsdale, Illinois (hereinafter referred to as the "**Assignee**").

1.1 Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower in, to and under all leases together with any and all future leases hereinafter entered into by any lessor affecting the subject property commonly known as 7[illegible] S. Eastlake Terrace, Chicago, Illinois, and legally described in **Exhibit "A"** attached hereto and made a part hereof, and all guarantees, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "**Leases**", and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the subject property.

2.1 This Assignment is made for the purpose of securing:

2.1(a) The payment of the indebtedness, (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the principal sum of **TWO HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 ($288,000.00) DOLLARS** (hereinafter referred to as the "**Note**") and secured by a certain Mortgage (hereinafter referred to as the "**Mortgage**") of even date herewith encumbering the subject property; and

2.1(b) The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

2.1(c) The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage and any other instrument constituting security for the Note.

3.1 Assignor covenants and agrees with Assignee as follows:

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3.1(a) The sole ownership of the entire Lessor's Interest in the Leases is vested in Borrower, and that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

3.1(b) Those Leases listed on the Schedule of Leases (attached hereto as Exhibit "B" and expressly made a part hereof) are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3.1(c) There are no leases of the subject property except those listed on the Schedule of Leases.

3.1(d) None of the Leases shall be materially altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignee.

3.1(e) There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

3.1(f) Assignor shall give prompt notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower, together with a complete copy of any such notice.

3.1(g) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

3.1(h) Assignor will not permit any Lease to come before the Mortgage and shall subordinate all leases to the lien of the Mortgage.

4.1 The parties further agree as follows:

4.1(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignor in writing that a default has occurred, and has not been cured, under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.

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3.1(a) The sole ownership of the entire leasehold interest in the Leases is vested in Borrower, and that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

3.1(b) Those Leases listed on the Schedule of Leases (attached hereto as Exhibit "B" and expressly made part hereof) are valid and enforceable in accordance with their term and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Lender.

3.1(c) There are no leases of the subject property except those listed on the Schedule of Leases.

3.1(d) None of the Leases can be materially altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of the Lender.

3.1(e) There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

3.1(f) Assignor shall give prompt notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower, together with a complete copy of any such notice.

3.1(g) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

3.1(h) Assignor will not permit any lease to come before the Mortgage and shall subordinate all leases to the lien of the Mortgage.

4. The parties further agree as follows:

4.1(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignee in writing that a default has occurred, and has not been cured, under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.

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4.1(b) In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the subject property and under any and all Leases of all or any part of the subject property. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

4.1(c) Borrower hereby irrevocably appoints Assignee its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the subject property are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

4.1(d) From and after service of the Notice of any default that has not been cured, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the subject property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the subject property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of the Notice of any default that has not been cured, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and

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operating the subject property and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the subject property or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine according to provisions of the Security Documents executed herewith. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the subject property, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the subject property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the subject property or for any negligence in the management, upkeep, repair or control of the subject property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

4.1(e) Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

5.1 The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

6.1 If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

7.1 All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if

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mailed postage prepaid, certified or registered mail, return receipt requested, to the addresses of the parties hereto as delineated below, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

IF TO ASSIGNEE: Lyons Federal Trust and Savings Bank
911 Elm Street
Hinsdale, Illinois 60521
ATTN: General Counsel

COPY TO: Guerard & Drenk Ltd.
100 West Roosevelt Road, A-1
Wheaton, Illinois 60187
ATTN: Richard M. Guerard, Esq.

IF TO ASSIGNOR: American National Bank and Trust
Company of Chicago, Trust 100662-07
33 N. LaSalle Street
Chicago, IL 60690
ATTN: Land Trust Department

COPY TO: Altheimer & Gray
333 West Wacker Drive, Suite 2600
Chicago, IL 60606
Attn: Janet A. O'Brien

8.1 The term "**Assignor**", "**Assignee**", and "**Borrower**" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

9.1 This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

**THIS ASSIGNMENT** is executed by Borrower, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it, as such Trustee (and each of the undersigned hereby warrants that each possess full power and authority to execute this

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mailed postage prepaid, certified or registered mail, return receipt requested, to the addresses of the parties hereto as delineated below, or to such other address as any party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

IF TO ASSIGNEE: Lyons Federal Trust and Savings Bank
911 Elm Street
Hinsdale, Illinois 60521
ATTN: General Counsel

COPY TO: Gerard & Brenk Ltd.
100 West Roosevelt Road, A-1
Wheaton, Illinois 60187
ATTN: Richard M. Gerard, Esq.

IF TO ASSIGNOR: American National Bank and Trust
Company of Chicago, Trust 100582-07
33 N. LaSalle Street
Chicago, IL 60690
ATTN: Land Trust Department

COPY TO: Ackerman & Gray
233 West Jackson Drive, Suite 2000
Chicago, IL 60606
Attn: Janet A. O'Brien

6.1 The term "Assignor", "Assignee", and "Borrower" shall be construed so as to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

6.2 This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against which enforcement of any waiver, amendment, change, modification or discharge is sought.

THIS ASSIGNMENT is executed by Lyons, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it, as such Trustee (and each of the undersigned hereby warrants that each possesses full power and authority to execute this

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instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating liability on Borrower, American National Bank and Trust Company of Chicago personally to perform any covenant either expressed or implied herein contained, all such liability, if any being expressly waived by every person now or hereafter claiming any right or security hereunder.

**IN WITNESS WHEREOF**, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated November 25, 1986, and known as Trust Number 100662-07

BY: _____
Its: 2nd VP

ATTEST: _____
Its: Asst Secty

**CORPORATE SEAL**

972:JPC:121986

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instrument, and it is expressly understood and agreed that nothing herein contained shall be construed as creating liability on Borrower, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the said Borrower has executed this instrument, to be signed and sealed as of the day and year first above written.

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CORPORATE SEAL

STATE OF ILLINOIS

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STATE OF ILLINOIS )
) SS
COUNTY OF C O O K )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Peter H. Johansen personally known to me to be the Second Vice President of American National Bank and Trust Company of Chicago as Trustee under Trust # 100662-07, a National Banking Association, and J. MICHAEL WHELAN, personally known to me to be the ASSISTANT SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Second Vice President and ASSISTANT SECRETARY they signed and delivered the said instrument as [illegible] and [illegible] of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this DEC 31 1986 day of _____, 19___.

Notary Public

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
[illegible]

My Commission Expires:

_____

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STATE OF ILLINOIS )
) SS
COUNTY OF C O O K )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Peter R. Johansen personally known to me to be the President of American National Bank and Trust Company of Chicago as Trustee under Trust #[illegible], a National Banking Association, and _____ personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the said instrument as _____ and _____ of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19__.

Notary Public

My Commission expires:

"OFFICIAL SEAL"
Karen E. Berry

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## EXHIBIT "A"

### Legal Description

Lot 13 and the south 10 feet of Lot 14 in the Subdivision of Lots 1 to 4 of Block 5 in Birchwood Beach, a Subdivision of part of Section 29. Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 11-29-303-011

Address: 7516-7518 N. Eastlake Terrace, Chicago, Illinois

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Legal Description

Lot 13 and the south 10 feet of Lot 14 in the Subdivision of Lots 1 to 4 of Block 5 in Birchwood Beach, a Subdivision of part of Section 29, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 11-29-303-011

Address: 7516-7518 N. Paulina Terrace, Chicago, Illinois

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## EXHIBIT "B"

### Rent Roll
### 7516-7518 N. Eastlake Terrace

| Apartment | Tenants | Lease Date | Expiration Date |
|---|---|---|---|
| 1-G | Thomas Havel | 3/10/86 | 4/30/87 |
| 1-S | Deborah Hirschfield | 3/10/86 | 4/30/87 |
| 2-S | Thelma Padawer | 8/12/86 | 9/30/87 |
| 3-S | Piyachat Seesawat, Carl Kutsmode | 7/5/86 | 4/30/87 |
| 1-N | Elizabeth Jochner | 12/31/86 | 1/31/87* |
| | *Month to month, renewable at tenant option. | | |
| 2-N | Terry Schilling | 3/26/86 | 4/30/87 |
| 3-N | Jan Holby, Elizabeth Warren | 6/21/86 | 4/30/87 |

1-G North is vacant.

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EXHIBIT "B"

Rent Roll
7516-7518 N. Eastlake Terrace

| Apartment | Tenants | Lease Date | Expiration Date |
|---|---|---|---|
| 1-G | Thomas Havel | 3/10/86 | 4/30/87 |
| 1-S | Deborah Hirschfield | 3/10/86 | 4/30/87 |
| 2-S | Thelma Padmer | [illegible]/12/86 | 4/30/87 |
| 3-S | Piyachat Seenawat<br>Carl Kutsmode | 7/5/86 | 4/30/87 |
| 1-N | Elizabeth Jochner | 12/31/86 | 1/31/87* |
| | *Month to month, renewable at tenant option. | | |
| 2-N | Terry Schilling | [illegible] | 4/30/87 |
| 3-N | Jan Holby,<br>Elizabeth Warren | 6/21/86 | 4/30/87 |

1-C North is vacant.

Property of Cook County Clerk's Office