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#### ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of this 26th day of December, 1986, by LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Agreement dated May 24, 1947 and known as Trust 'umber 3001, having offices at 135 South LaSalle Street, Chicago, Illinois 60690 ("Assignor") and COMMERCIAL NATIONAL BANK OF CHICAGO ('Assignee").

#### Recital

Assignor is the holder and owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and has executed a certain Mortgage, Assignment of Rents And Security Agreement to COMMERCIAL NATIONAL BANK OF CHICAGO to secure that certain Note of even date herewith in the principal amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) (the 'Nore"). Said Mortgage is intended to be recorded forthwith in the Office of the Recorder of Deeds of Cook County, Illinois and the terms of said document are incorporated herein by express and specific reference.

#### Obligations Secured

NOW, THEREFORE, for the purpose of securing:

- Payment of the indebtedness evidenced by the aforesaid
   Note;
- 2. Payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and/or any other document



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mile Assidnment of Rents has lease (the "acking personer") and as of this 26th day of December, 1986, by thanking the Danking association, and personally rate Trust Agraement dated May 11, 1887 and though the Trust Agraement dated May 11, 1887 and though Trust Mumber, 3001, having offices at 139 south things upposed Chicago Tilinois 60690 ("Assigner") and commercial many or Cricago ("Assigner").

#### Recital

Assignor is the holder and eweer of the feet started and and to the started to the and to the real estate described in Table: "A" areached to the and made a part, hereof (the "From ty"), and has establed and certain Martigago, Assignment of Berlu And Security Agreedant to COMMARÇIAL MATIONAL BANK Of CHICAGO to necest that contain tent of even date herewith in the crincipal among the feet started economical modified politars (\$250,000,000) (the "Securit Said Security of Securit Said Security intended to be recorded for their in the office of the Riches and Security of and for their secure of the Riches of Security.

Toligations Secured

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- Established of the indebtedment entraned by the attract.d
- 2. Payment of all savances and other such plus through the hasignee ander the payments to hasignee ander the payment provisions of the Boargage and/or any other descence.

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evidencing or securing the indebtedness evidenced by the Note (collectively, the "Loan Papers"); and

3. Performance and discharge of each and every obligation covenant and agreement of Assignor herein or arising from the Loan Papers.

#### As lonment Clause

Assignor, intending to be legally bound and in consideration of the making of the loan represented by the aforesaid Note, does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all rents, issues and profits of the subject Property, as well as any leases which may be hereafter entered into for all or any portion of the Property (the "Leases"), and any and all extensions and renewals thereof, including any security deposits or interests therein now or hereafter held by Assignor.

#### Representations

Assignor represents that: (i) it has made no prior assignment or pledge of the rents assigned hereby or of the Assignor's interest in any of the Leases; (ii) to the best of Assignor's knowledge, no default exists under the terms of any of the Leases; and (iii) no prepayment of rent due under any of the Leases of more than two (2) months has been received by Assignor.

#### Negative Covenants of Assignor

Assignor will not, without Assignee's prior written consent:
(i) execute an assignment or pledge of the rents from the Property

Evidencing or securing the indebtenesse evadences of the the 'Mote' (collectively, the 'Lean Papere'; and

Reiformance and discharge of each every whilesten coverenant and agreement of Assigner Levels or unroductive from the Loan Papers.

#### Assignment Clause

Assigner, intending to be lagally bound and a constitution of the making of the loan represented by the alone, in the stand of the hereby sell, assign, transfer and set over edge hashing of the subject of healgner in the constitution the subject fitting of the subject fitting for the subject fitting of the subject fitting of the subject fitting of the subject of the sibject catend into the sil or say partice of the final fitting and any and any and sil extendices and tensors the thereby (the "Leases"), and any and sil extendices and tensors the thereby, including any security deposite or actions to the characters.

#### Representations

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#### Medative Covenants of Acidon

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or any part thereof, or of the Assignor's interest in any of the Leases, unless such assignment shall provide that it is subordinate to this Assignment and the assignment contained in the Mortgage; (ii) accept prepayments of any installments of rents to become due under any of the Leases; or (iii) in any manner impair the value of the Property or the security of this Assignment.

#### Affirmative Covenants of Assignor

Assigner, at its sole cost and expense, will: (i) at all times promptly and faithfully abide by, discharge or perform all of the covenants conditions and agreements contained in the Leases; (ii) enforce or secure the performance of all of the covenants, conditions and Agreements of the Leases on the part of the lessees thereunder to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor, as Lessor, and of the Lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear, except any such proceedings caused by the acts or negligence of Assignee; (iv) transfer and assign to Assignee any and all Leases subsequently entered into by Assignor, upon the same or substantially the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Assignee, within ten (10) days after

or any part thereof, or of the Assignor a interest in any of the Leapes, unless such adsignment that! previde that it is solved Bigate to this Assignment and the assignment contained in the Mortgage; (it) accept prepayments of any installments of the absence of the become due under any of the Leases; or (i)i) to any maning their the experty or the security of this Assignment.

#### Affirmative Covenants of Assignor

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Assignee's request, a written statement containing the names of all lessees of the Property or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; (vi) exercise within fifteen (15) days of the demand therefor by Assignee any right to request from any lessee under any of the Leases a certificate with respect to the status thereof; (vii) promptly furnish Assignee with copies of any notices of default which Assignor may at any time forward to any lessee of the Property or any part thereof; and (viii) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the default rate provided in the Note.

#### Agreement of Assignor

(a) Should Assignor fail to make any payment due hereunder or do any act as herein provided, then Assignee, without any obligation to do so and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor in the Leases contained, and in exercising any such powers to incur and

Absignee's request, a written statement containing the narrow of all lessees of the Property or any part thereof, the term of their respective Leases, the spaces occupied and the renoise payeble therefor (vi) exactise within tifteen (15) days of the demand therefor by Assignee any right to request from any leases under any of the Leases a cartificate with respect to the statut thereoff, (vii) promptly furnish Assignee with respect to the any chereoff, the Property of any part thereoff any time of the Property of any part thereoff and (vii) and leases of the Property of any part thereoff and (vii) and the mediately upon demand all sums expended by the one and the responded in the Note: The provided in the Note.

#### Agreement of Assignor

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pay necessary costs and expenses, including reasonable attorney's fees, all at the expense of Assignor.

- (b) Assignee shall not be obligated to perform or discharge, does it hereby undertake to perform or discharge, obligation, duty or liability of Assignor under the Leases or this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the negligence of the Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor with interest at the default rate provided in the Note immediately upon demand.
- (c) Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be

payaberesisary rooms and expenses, including reasonable atvorcept.

- (b) Assignee shall not be obligated to verform or discharge. mas. Representable and expedience on executable existence of executions are represented as a contract of the abligagion; duty or liability of Assignor under the feares or til Astignment, and Assignor aball and does here, y agree to indescrip and to Mold Assiones harmless of suc from any sou all liablicit lons our damage which in may or might incor und the terrer or its bas yes west has to bus sucomplined elds to masser yd so wabau claims and demands, whatsoever which ser be reserred acades it er to lung at me one data in a enclosed do bepalls whe language perform for discharge any of the tree, covenants of agreenence postalined lin the Leases, except any such disins or descrite tesylltima from the negliges, of the Assigner. Shreid Assigner ancur any such lishility, loss or damage under the leader or early or by recon of this Saalqument, or in the defense of bey our c rentries and record unibulant therefore the employers and rebassing deciminate and, geasonable atrofineys' flees, that the accerc. hereby, Assignor sharl reimburse. Assignee thereion with interest at the definit Cate browided in the Mote immediately than demand.
- (c) Notbing herein contained chail he construed as not stituting Assigner a "Mortgageo in possession" in the and and no ot the staking of cactual possession of the Property by Assigned pursuant to the provisions become constant of the executor by Assigned of the powers herein granted Assignee, no liability shall be

asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

- (d) A demand on any lessee by Assignee for the payment of the rent on any default claimed by Assignee shall be sufficient authority to the lessee to make future payment of rents to Assignee without the necessity for further consent, instruction or authorization by Assignor.
- (e) Assignor does further specifically authorize and instruct each and every present and/or future lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Assigner upon receipt of demand from Assignee to pay the same, and Assignor hereby waives any right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

#### Default

Upon, or at any time after, default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement contained herein or in any of the Loan Papers, Assignee may, at its option, without regard to the adequacy of the security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof, and do any acts which Assignee deems proper to

asserted or enforced against Essignes, all such ilability being aspected y waired and released by Assignor.

- The rent on any default claimed by sationes the una payment to authority to the lessee to make follow payment or each to Marignes without the necessity for interper consent, instinction or authorization by Assignor.
- testive each and every present and or nesses of the shall or any part of the Property to may all or nesses of the shall or any part of the Property to may all organic forms and any testing to any testing the any testing and Assigned upon the same, and Assigner hereby waites any tight, which payment of testing or fenancial to have another that the may now or hereafter have another that the may now or hereafter have another that the compilation of the payment of the to Assigned as the testing and citer requirements of the to Assigned the testing the compilation.

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protect the security hereof; and, either with or without taking possession of said property, in the name of Assignor or in its own name, sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, toward the indebtedness secured hereby, in such order as Assignee may determine. Assignee reserves, within its sole discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinouent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of said Property or the collection of such rents, issues, profits and advances and the application thereof as aforesaid shall not cure or waive any default under the Note or any of the other Loan Papers, and Assignee may continue to so possess and collect even after any such default has been cured. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of said rents and will, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

#### Assignee's Right to Exercise Remedies

No remedy conferred upon or reserved to Assignee herein or in any of the Loan Papers is intended to be exclusive of any other

partire of drivers of the wester and and the contract of the drivers of the possession of said property. It the name of assignor of it is the own nage four file or puherwise collect and receive such tenter is also, and profits, and advances, including those past due end positio, and apply the same, less costs and expenses of operation and column tion, dipolition, thut not being limited to, reasonable a torness Emmay Turanagement fees and broker's commissions, cover the smaller ediass secured bereby, in such order as Araigne of the Joineal pur ened me or other reaction, midden all alle and alsoretion, the react of the reaction mine the method of collection and the extent of which enter anne of cellection of delinquent rents shat . a processed, and shall not be accountable for more mendes road in security received from For a second transfer on the color of the co Property late the collection or such recess because of advardes and the application terrent as aforest bas about the or walve any default under one Nove or any of the canes leven នៃក្រុម នេះ ប្រទេស ប្រាស់ ស្រែស ស្រែស ស្រាស់ ស្រែស ស្រាស់ ស្រាស់ ស្រែស ស្រាស់ ស្រាស់ ស្រាស់ ស្រែស ស្រែស ស្រាស់ affert any auch default has been gured. Marioner agreen that it will, Raffittate in all reasonable ways Aspadene's contents of said manta; and will, upon request by Arrigned, premoter every of a weitign notice to each lessee directing the lessee to ser rear to Augulgake L

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remedy or remedies, and each and every such remedy and all representations contained herein and in the other Loan Papers shall be cumulative and concurrent and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. Any and all remedies available to Assignee may be pursued singly, successively or together against the Assignor and/or the Property, according to the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

#### Defeasance

As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby of in the performance of any obligations, covenant, or agreement concained herein or in the Loan Papers, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the with all obligations, covenants and contained herein and in the Loan Papers, this Assignment shall become and be void and of no effect, but the affidavit or any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms or

remady or remedies, and esch and every most season set in representations contained herein and in the other constitues and shall be consultative and consultent and shall be in addition an every other remedy given terrender and transmider on established existing at law or in equity or by estimate on easy separates available to Assignee may be pursued singly, source in the sogether against the Assigner which the Property was ding to the soile discretion of Assigney. No delay a construct on at wellow of any such defends or power that the construct the second to be seened and remedy given by this Assignment to has sneed experient be exercised. If the construction of the same as may be decaded experient by this Assignment to has sneed experient by seened and remedy given by this Assignment to has sneed experient by the sneed and remedy sixed by this Assignment to has sneed experient by the sneed and remedy sixed the same so the sneed experient by the sneed and seed experient by the sneed and sneed experient by the sneed and sneed experient the sneed experient by the sneed and sneed experient to be exercised.

Asclong as Assignor, which have defended in the portion and of any indebtedness, secured hereby or in the performance of, or obligations, covenant, or agreement contained herein or is to be present to an independent that accrual, all rents, issues, profits and advances to the Property and to retain, use and oning the case, then the payment in full of all indebtedness secures brighty and the compliance with all obligations, coverant and agreement contained herein and in the toan Papert, that are appreciate contained herein and of the effect, has the arrivated and of the effect, has the arrivated and of the effect, has the arrivated to seld indepted of officer of as are shown as an entering and the showing mencompliance with any such terms.

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conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

#### Miscellaneous

This Assignment may not be modified, amended, discharged or waived, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. The covenants of this Assignment shall bind the assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, Leases and subleases of the Property or any part thereof, and shall inure to the benefit As used herein the of Assignee, its successors and assigns. singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument. event any one or more of the provisions contained in this Assignment or in the Loan Papers shall for any reason is held to invalid, illegal or unenforceable in any respect, invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment or the Loan Papers, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never

wondibloms shall be and coustinue conclusive entires to the value of this Assument, while differentiationers and continuing force of this Assument, and any person may and is hereby authorized to rely therence.

#### Miscellaneous

This Assignment may not be mudified; accorded, digenaried or valent od Od bongle for prijlyn al demmest, na lyd ddynd Store i aghinit whom enforcement it any such modification of amening , discherge or weiver is sought. The coverants of thus the theorem stall bind the Assignor, the successors and assisted at Arci gas. is a constitue and thereof . There's income thousand bus in it is a constitue of the consti ្រុំស្រិត្តប្រឹក្សាស្រ្ត <mark>គ្នាស្រា ព្</mark>រជាតិ និងមិនតិស្សា ពេលប្រើប្រព័ត្រ នៃសាស ១៦០ ១៦០ ស្រាស់ស្រី ( ្ of Assignee, the successors and assigned wise bone, the early of suedoon eds on, is vily and abulant light intigense will had thought of real to be some and the court and several. dertiele headings in this instrument are used for converience in jándímá itras subjeti matrorus und arecardo de la caled de caesa est para ca this instrument, for to be used in decembing the interesting partiles for otherwise in interpreting this interpreting in the eventh and one or tout the the party one when the Assidenting this the blan Papers shall for any recent to be two the language car all endinergnical car confidences of the car conservation invalidity, illegillty or uncoherentativy days (in a chilipility) Applygrady នៃបាន នៅកើមបារ any uther previous or the abor Aschaeles are the of the company the property of the company of the c invalidity illagal for unenconcernic provision and never

contained herein or therein. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

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THIS INSTRUMENT is executed by LASALLE NATIONAL BANK, 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 said LASALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said LASALLE NATIONAL BANK personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by Assignee herein and by every person now or hereafter claiming any right or security hereunder, and that so far as said LASALLE NATIONAL BANK personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to thereof, by premises hereby conveyed for the payment enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantors.

contained morein of therein. This absignment shall be deverged to accorde to construed in aucordance with the laws of the state it.

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INSTRUMENT is executed by LASALLE NATIONAL BIRS, the paradadilly, but has firecee as alectedid in the energies of powers with authority conferred upon and vested in it is Trostee (and said Laballe NATIONAL BANK Berehv warrynte passesses that I power and authority to execute a fact, and a and stephen and are the control of t in Said Note contained shall in constance so creation Mability on said tasathe national Bens personally to pay the the Nathirak pay intelebet that may eace , there early a companies of any seriotory of នស័ណ្ណាញ់ នៃស្តីម៉ាងសេនីមា (របស់សេនីមា ស្រាស់ និងស្តី មានស្ថា នេះ នេះសេនីក្រុម នេះ នេះ នេះ នេះ នេះ នេះ នេះ នេះ intified therein tedentained, off such limbility, in any being ekprestly watved by Assignee busess and by with the property and hereafter claiming now right or security becauded and that the Far as said LASALU NATIONAL BANK porsonally is concretely from legal holder of holders of said Note and the overes of tweet of shly lader timess accruing hereumler shall loss solicity the promissed ingreby Reconveyed for the payment thereof by enforments of the lien hereby created, in the manner has the difference ing said thotel provided for by setion to enforce the pour mon Itability of the guarantors.

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IN WITNESS WHEREOF, LASALLE NATIONAL BANK, as Trustee, ha caused these presents to be signed by the day and year first above written.

ATTEST

This of Cook County Clark's Office

LASALLE NATIONAL BANK, as Trustee as aforesaid And not personally

in withing whirepr, taskets warronay bank, as written for caused these presents to be signed by the day and year first above

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STATE OF ILLINOIS )
COUNTY OF COOK

I, a Notary Public in and for said County Pin the State aforesaid, DO HEREBY CERTIFY that , as Vice President and James A. Clark Appletant Secretary , as Vice President of

LASALLE NATIONAL BANK, a national banking association, as Trustee under Trust Agreement dated May 24, 1947 and known as Trust Number 3001, who are personally known to me to be the same persons whose names are subscribed to the Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of

Notary Public

STATE OF ILLINOIS COURTY OF COOK

and for said County, in the State aforetain, so Furner that that LASALSE NATIONAL BANK, a national backing association

under/Trust/Agreement dated May 24, 1947 and Lamwn of 3001, who are personally known to me to be one says per names are subacribed to not tropolog serrence in Freeligent and Vice President of the Back, reserved and beiore me this day in person and sobnowledges that they algoried to delivered and delivered the said instrument an their countres and columns as and ac'the tree and voluntary act it some both for one delepurposes therein set forth,

GIVEN under my band and not .... Colling

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EXHIBIT "A"

### LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN F. H. DOLAND'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF BLOCK 8 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ST. COOK

Permanent Tax Index No. 14-29-306-001 Street Address: 1213-29 West Diversey

Chicago, Illinois

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Mail to: Box 15 Tren Title Ise Co. 109W. Washigton St. Chingo, Itel 60602

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C. SOUTE D. 1885