

5 of 7 DOCUMENTS (G.L.G.)
ORDER No. L-42853-C5

86123549

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (the "Amendment"), made as of January 15, 1986, among WEBSTER-WAYNE SHOPPING CENTER, LTD., an Illinois limited partnership (the "Beneficiary"), having an address at 730 North Franklin Street, Suite 301, Chicago, Illinois 60610, and CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement Number 1087670 dated October 25, 1985 and not individually (the "Land Trust") (the Beneficiary and the Land Trust collectively referred to as the "Assignor") and ILLINOIS DEVELOPMENT FINANCING AUTHORITY, a political subdivision, body politic and a municipal corporation organized and existing under the laws of the State of Illinois, having its principal office at 2 North LaSalle Street, Room 780, Chicago, Illinois 60602 (the "Assignee").

WITNESSETH:

WHEREAS, Beneficiary is the sole beneficiary of the Land Trust;

WHEREAS, the parties have previously entered into that certain Assignment of Leases and Rents recorded December 23, 1985 as Document No. 85335082 (the "Assignment"), a copy of which is attached hereto as Exhibit "A";

WHEREAS, the Land Trust has acquired additional land (the "Acquired Land") described on Exhibit "B" attached hereto;

WHEREAS, the parties hereto desire to amend the Assignment to encumber the Acquired Land;

NOW, THEREFORE, in consideration of the premises and the reciprocal promises and undertakings set out herein (including without limitation, the matters recited hereinabove, which are made a part of the body, text and substance of this Amendment), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. The Assignment is hereby modified and amended to include the property described in Exhibit "B" hereto as a part of the property thereby encumbered.

2. Except as expressly provided herein, the Assignment is hereby ratified and reaffirmed in its entirety and shall remain in full force and effect.

3. This Amendment shall be governed by and construed under the laws of the State of Illinois.

This instrument prepared by:

Robin L. Schirmer
30 South Wacker Drive
Suite 2900
Chicago, Illinois 60606

When recorded return to:

Alan R. Blank
Popkin, Stern, Reifetz, Lurie,
Sheehan, Reby & Chervitz
7733 Forsyth Boulevard
St. Louis, Missouri 63105

Permanent Index No.:

14 32 129 004 and
14 32 125 004

Common Address:

Northwest Corner of Clybourn
and Lakewood, Chicago, Illinois

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4. This Amendment is executed by Chicago Title and Trust Company, not personally, but solely as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in this Amendment, for the purpose of binding it personally, but this instrument is executed and delivered by Chicago Title and Trust Company, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Chicago Title and Trust Company, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in the Assignment contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the holder of holders of the note secured by the Assignment, and by all persons claiming by or through or under the holder of holders, owner or owners of said note, and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date set forth above.

CHICAGO TITLE AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated October 25, 1985 and known as Trust No. 1087670

ATTEST: JAN 15 1986

[Signature]
Title: _____

By: Marilyn P. Mallin
Title: _____

WEBSTER-WINE SHOPPING CENTER, LTD.
an Illinois limited partnership

By: CIMA Corporation, an Illinois corporation, general partner

By: [Signature]
President

ATTEST:

[Signature]
Title: Asst. Secretary

The terms of this Amendment are acknowledged and accepted as of the date first written above.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

By: [Signature]
Title: Asst. Trust Officer

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, of CHICAGO TITLE AND TRUST COMPANY, and _____ of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said _____ then and there acknowledged that said _____, as custodian for the corporate seal of said Company, did affix the seal of said Company to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 1986.

Notary Public

My commission expires: _____

* * * * *

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KATHLEEN E. HORNE, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that CHRIST ZAMBEROS and MARGARET C. ALLISON personally known to me to be the same persons whose names are subscribed to the foregoing instrument as PRESIDENT and ASST. SECRETARY, respectively, of CKWA CORPORATION, a General Partner of WEBSTER-WAYNE SHOPPING CENTER, LTD., an Illinois limited partnership, 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 General Partner and said Partnership, for the uses and purposes therein set forth; and said MARGARET C. ALLISON then and there acknowledged that said ASST. SECRETARY, as custodian for the corporate seal of said corporate General Partner, did affix the seal of said corporate General Partner to said instrument as said ASST. SECRETARY's own free and voluntary act and as the free and voluntary act of said corporate General Partner, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of JANUARY, 1986.

Notary Public

My commission expires: 3/10/88

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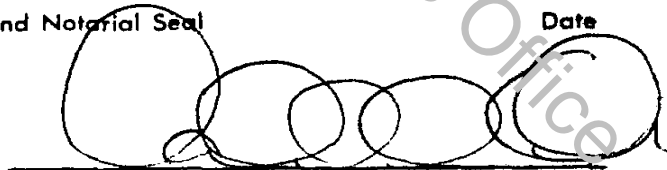
STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

JAN 15 1986

Given under my hand and Notarial Seal

Date



Notary Public

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EXHIBIT A


ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that Webster-Wayne Shopping Center Ltd., an Illinois Limited Partnership (the "Beneficiary") and Chicago Title & Trust Company, as Trustee under Trust Agreement Number 1087670 dated October 25, 1985 and not individually (the "Land Trust") (the Beneficiary and the Land Trust collectively referred to herein as the "Assignor"), in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto the Illinois Development Finance Authority (the "Authority") for further assigning to American National Bank and Trust Company of Chicago, a national banking association (hereinafter referred to as the "Assignee"), as Trustee under a Trust Indenture dated as of December 1, 1985, between the Authority and the Assignee (the "Indenture"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made, and including without limitation those certain Leases between Assignor, as Landlord, and various lessees and all subleases thereof as described in Schedule I attached hereto and made a part hereof (collectively the "Leases"), relating to that certain real estate situated in the County of Cook, State of Illinois, described in Schedule II attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases.

86123549

This Instrument Prepared by, and When Recorded Return By Mail to:

Alan R. Blank
Popkin, Stern, Heifetz, Lurie, Sheehan, Reby & Chervitz
7733 Forsyth Boulevard, 22nd Floor
St. Louis, Missouri 63105

Permanent Index Number: 14-32-125-001; 14-32-125-002 

Common Address: _____

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This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain promissory note of the Assignor dated December __, 1985, payable to the order of the Authority and assigned to the Assignee in the face principal sum of \$7,200,000.00 expressed to bear interest prior to maturity, and after maturity until paid, as set forth in the Note attached as Exhibit A to the hereinafter described Loan Agreement, (ii) the performance of all obligations, covenants, premises and agreements contained herein or in that certain Mortgage and Security Agreement dated as of December 1, 1985 from the Assignor to the Authority and assigned to the Assignee (the "Mortgage"), conveying and mortgaging the Premises as security for the Note and any and all other indebtedness intended to be secured thereby, (iii) the performance of all obligations, covenants, promises and agreements contained herein conveying and mortgaging certain Premises as security for the Note and any and all other indebtedness intended to be secured thereby, (iv) the performance of all obligations, covenants, promises and agreements of the Assignor, contained in the Loan Agreement dated as of December 1, 1985 by and between the Authority and the Assignor (the "Loan Agreement"), and (v) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii), (iii) and (iv) or any security therefor, including this Assignment (the Note and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "Indebtedness Hereby Secured").

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

The Assignor warrants to the Assignee that the Assignor has good right to make this Assignment and that the

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Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder, excepting only for any junior and subordinate assignment in respect of the rights, rents and other sums assigned hereunder, to Pathway Financial, a Federal Association or its successors, as Credit Facility Issuer (as defined in the Loan Agreement).

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, but so long as no event of default shall exist under the Note or the Mortgage or the Loan Agreement and no event shall exist which by lapse of time or service of default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not in excess of one month's installment thereof paid in advance.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the Premises and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage or Loan Agreement, whether before or after the Note is declared due in accordance with its terms or under the terms of said Mortgage or Loan Agreement and whether before or after satisfaction of any requirement or the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor,

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its agents or servants, therefrom and hold, operate, manage and control the Premises, and at the expense of the Assignor, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in such case have the right to manage and operate the said Premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the Premises, Assignee may proceed to enforce the leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) to the payment of all proper charges and expenses including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of any sum secured by a lien or encumbrance upon the Premises;

(c) to the cost of completing any improvements being constructed on or about the Premises; and

(d) to the reduction of the Indebtedness Hereby Secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the

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sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the Premises.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to off-set any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the Premises are located, not to further assign or encumber its rights under the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee and the Credit Facility Issuer. Assignor further covenants and agrees not to amend, modify or terminate any of the Leases without the prior written consent of Assignee and the Credit Facility Issuer, provided, however, such Leases may be amended or modified in the ordinary course of business as to terms concerning non-monetary matters. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

Assignor warrants that it has heretofore delivered to Assignee a true and correct copy of the Leases identified on Schedule I hereto, that none of the Leases has been amended or modified in any respect, that the same continue in full force and effect and that both the lessor and the lessee thereunder are in full compliance with all of their respective covenants therein contained and that no event for terminating the Leases by either the lessor or the lessee thereunder exists.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by the Assignee, be deemed

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or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignor or any one for any action taken or omitted to be taken by it hereunder, except for its willful misconduct or gross negligence. Should the Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Advance Rate (as defined in the Loan Agreement) at the time of incurrence shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand, Assignor's obligation to so pay to survive payment of the Indebtedness Hereby Secured and the release of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the Note, Mortgage, Loan Agreement or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage, Loan Agreement or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period or time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suits to foreclose the liens of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors,

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administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby.

The parties expressly acknowledge that it is the intention of the Assignor and the Assignee to amend this Assignment each time additional parcels of real property described in Exhibit C to the Loan Agreement are acquired by the Assignor so that leases of all or any portion of such newly acquired parcels become subject to the lien of this Assignment, it being the ultimate intention of the parties that on or before April 1, 1986, this Assignment encumber all of the real property described in Exhibit C to the Loan Agreement, and all parties hereby consent to such amendment.

Notwithstanding anything to the contrary set forth in this Assignment, the Loan Agreement, the Note, the Bonds, the Indenture, the Mortgage or in any other document evidencing or securing the Indebtedness Hereby Secured, the Assignor (except to the extent provided in the Guaranty and except for the obligations set forth in Section 5.5 of the Loan Agreement) shall not be personally liable for payment of any Indebtedness Hereby Secured, it being agreed that in the event of default in the payment or performance of any Indebtedness Hereby Secured, the Trustee or owner or holder of the Indebtedness Hereby Secured shall look solely to the Assignor's interest in the Project for the payment of such Indebtedness Hereby Secured, and no deficiency judgments shall be taken against the Assignor, even if the security encumbered by this Assignment and the Mortgage is insufficient to pay the Indebtedness Hereby Secured.

This Assignment is executed by Chicago Title & Trust Company not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. No personal liability shall be asserted or be enforceable against Chicago Title & Trust Company, because or in respect of this Assignment or the making, issuance or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof.

By its assignment to the Assignee the Authority is released from all liability or responsibility arising under this Assignment.

Dated as of the 1st day of December, 1985.

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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

WEBSTER-WAYNE SHOPPING CENTER LTD.,
an Illinois Limited Partnership

CKWA Corporation, General Partner

By Christ Kardicus
President

[SEAL]

ATTEST:

By [Signature]
Secretary

CHICAGO TITLE & TRUST COMPANY,
as Trustee under Trust
Number 1087670 dated
October 25, 1985 and
not individually

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, Trustee (aforesaid) and not personally,

By [Signature] ASSISTANT VICE-PRESIDENT

Attest: [Signature] ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of October, 1985

[Signature]
Notary Public

Notarial Seal

The terms of this Assignment are acknowledged and accepted as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By [Signature]
Its V.P.

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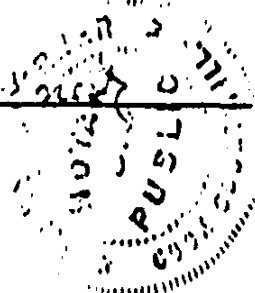
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARY BOERWER, a Notary Public in and for the County and State aforesaid, do hereby certify that Christ Kamberg and William Allen, personally known to me to be the President and Secretary of CKWA Corporation, the general partner of Webster-Wayne Shopping Center Ltd., an Illinois Limited Partnership, who are authorized by said Partnership to obligate it as set forth hereinabove, 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 acknowledged that they signed and delivered the said instrument as the free and voluntary act of said general partner to said Partnership for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 19TH day of December, 1985.

Mary Boerwer
Notary Public



(SEAL)

My Commission expires:

4/16/88

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in
and for the County and State aforesaid, do hereby certify that
_____ and _____, personally
known to me to be the _____ and _____
of Chicago Title & Trust Company, an Illinois 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 acknowledged that they signed and delivered
the said instrument as the free and voluntary act of said
Corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this _____ day of
December, 1983.

Notary Public

(SEAL)

My Commission expires:

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SCHEDULE II

LEGAL DESCRIPTION

14-32-125-001-002

Lots 32 to 47 both inclusive, in sub-block 11, in the subdivision of Block 13, in Sheffield's Addition to Chicago, also Lot 16 in said sub-block 11 aforesaid except that part thereof lying East of the center-line of North and South alley in said sub-block 11 produced thru said Lot 16, also that part of Lots 11, 12, and 15, in Block 11 of subdivision of said Block 13 of Sheffield's Addition to Chicago which lies West of a North and South line drawn thru the center of said Block 11, said line being equidistant from the East and West line of said Block 11, also that strip of land situated within said sub-block 11, in subdivision of Block 13 in said Sheffield's Addition to Chicago which lies West of the center-line of the alley running North and South thru said sub-block 11 aforesaid, which said alley has been vacated, also that strip of land originally platted as an alley, but since vacated lying between Lots 16 and 47 in said sub-block 11 and lying West of a line produced by extending the center-line of the strip of land originally platted as an alley running North and South through sub-block 11 which has been hereinbefore described, in Cook County, Illinois.

(Excepting therefrom the North 40 feet)

Containing 51,766 Square Feet

In Sec. 32, T.40 N. R.14 E. of the 3rd P.M.; in Cook County, Illinois

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SCHEDULE I

LEASES

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EXHIBIT B

✓ PARCEL D - X2

14-32-125-004

"A" That part of Lots 3,4,7,8,9,10 to 31 both inclusive and part of vacated alleys, all in sub-block 11 in the subdivision of Block 13 in Sheffield's Addition to Chicago in the North West Quarter of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois lying West of the following described line:-

Beginning at a point in the North line of said Lot 31, said point being 70.55 feet West of the North East corner of said lot;

Thence South to a point in the Southwesterly line of said Lot 3 said point being 70.50 feet (measured perpendicularly) from the East line of said Block 11; and also lying East of a North and South line that is equidistant from the East and West lines of said Block; said North and South line extends from the North line to the Southwesterly line of said Block;

(Excepting therefrom the North 40 feet)

✓ ALSO=

14-32-129-001-003-004

"B" That part of lots 1,2,3,4,5,6, and 7 in the Resubdivision of Sub. block 10 in Sheffield's Nursery Subdivision of Block 13 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, lying East of the following described line:-

Beginning at a point in the Southwesterly line of said Lot 1, said point being 130.75 feet Southeasterly of the Southwesterly corner of said Lot 6;

Thence North on a line extending to the Northeasterly line of said Lot 7, and which intersects the Northwesterly line of said Lot 6 at a point which is 128.99 feet Northeasterly of said Southwesterly corner of said lot 6;

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AND ALSO lying West of the following described line:-

Beginning at a point in the Southeasterly line of said Lot 1, said point being 40.39 feet Southwesterly of the North East corner of said lot;

Thence Northwesterly on a curved line, convex to the West, and having a radius of 388.65 feet, an arc distance of 70.78 feet to a point in the Northeasterly line of said Lot 3, said point being 58.0 feet Northwesterly of the said North East corner of Lot 1.

ALSO - That part of Nursery Street lying East of a line drawn from the South West corner of Parcel "A" to the Northwest corner of Parcel "B" and West of a line drawn from the Southeast corner of Parcel "A" to the Northeast corner of Parcel "B".

43,300 sq. ft.
(Includes Nursery Street = 3,560 sq. ft.)

Parcel "D" common address:
N.W. Corner of Clybourn Ave & Lakewood Ave.

X2 common address
1307-1311 W. Webster Ave.

Tax I.D. Nos. 1432129004; 1432125004

14-32-129-001 -

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