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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT made this 15t day of	•••
THIS ASSIGNMENT made this <u>lst</u> day of <u>July</u> , <u>1987</u> , to an an analysis of the company of the c	·\$
(herein called the 'Assigner') to NORTHERN LIFE (NAURANCE COMPANY, whose address is 20 Washington Avenue South, Minraepolis, Minnesota 55440 (herein called the "Assignee"). WITNESSETH, That:	Please return to: // Control Ticor Title Insurance Company 69 Hest Mashington Street Chicago, IL 60602 No: 1/24-/3424-/-
(herein called the "Assignee"). WITNESSETH, That:	H-70
FOR VALUE RECEIVED, Assignor hereby grants, transfers, serigns and sets over to Assignee all of the rightitle and interest of Assignor in and to (i) all of the rents, issues and profits of and from the Premises describen Exhibit A attached hereto and made a part hereof (herein called the "Premises"), (ii) all leases (herein general called "Leases") now or hereafter existing on all or any part of the Premise including, but not limited to, the certain lease or leases of the Premises (herein generally called the "Existing Leases") more particularly describen Exhibit B attached hereto and made a part hereof, if any, (iii) rights and claims for damages against tenantrising out of defaults under Leases, including rights to compensation with respect to rejected Leases pursuant Section 365(a) or replacement Section thereto of the Bankruptcy Code of the United States and (iv) the proceed herein called "Proceeds") payable upon exercise of any option to purchase contained in any Lease. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOW 1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor and to the said Leases, in and to the Proceeds and possession of the Premises, including any and all of the rensues, profits and avails now due, or which may hereafter become due under and by virtue of any lease (including he Existing Leases) whether written or oral, or any letting of or any agreement for the use or occupancy of an eart of the Premises which may have been heretofore or may be hereafter made or agreed to between Assign or any other present, prior or subsequent owner of the Premises or any interest therein or which may be may agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of the indebtedness evidenced by that certain note (herein called the "Note") in the princip sum of \$4.750.000 and any extensions, modifications or renewals thereof, executed by Assignor and dated July 1. 1987 p	ed ally sat sed at some sed sed sed sed sed sed sed sed sed se

; which Mortgage and Note are held by or for the benefit of the Assignee.

- (b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in the Note and Mortgage contained.
- (c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note and Mortgage contained.
- 2. Assignor represents and agrees that (a) Assignor is lessor under the Existing Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) the Existing Leases are not in default; (c) Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (e) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interests, powers and/or authorities herein granted and conferred.
- 3. Assigner will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Premises including, without limitation, specific assignments of the Lease or agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect and not specifically defined herein as an Existing Lease, as may be necessary or desirable, in the opinion of Assignee, to constitute the same an Existing Lease hereunder.
- 4. This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage and/or the Note.
- 5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authority are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under said Leases or other agreement with respect to the Premises.
 - 6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.
- 7. Failure of the Assignee to do any of the things of exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waive. If any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.
- 8. The Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and Mortgage for which this Assignment of Rents and Leases is given as additional security.
- 9. It is understood that the assignment of said Leases and of the rents, issue and profits of and from the Premises as effected hereby is an absolute assignment which is effective as at the date hereof and, upon demand by Assignee to the lessee under any said Leases or to any person liable for any of the rents, issues and profits of and from the Premises or any part thereof, such lessee or person liable for any of such rents, issues and profits shall be, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without industry of any nature, all rents then owing or thereafter accruing under said Leases or any other instrument or agreeaches, oral or written, giving rise to an obligation to pay rents, issues or profits in connection with the Premises.
- 10. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in the Note or Mortgage contained, Assignee shall not demand from lessees under said Leases or other persons liable therefor, any of the rents, issues and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such rents, issues and profits from the Premises and the said Leases and to retain and enjoy the same; provided that, notwithstanding the provisions of this Section 10, all lessees under said Leases and all other persons liable for rents, issues and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without regard to whether or not the same are made in compliance with this Section 10.
- 11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Mortgage, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or Mortgage contained, and the expiration of any period of grace with respect to any such default as provided for herein or in the Note or Mortgage contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in person or

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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, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify Leases (including Existing Leases), fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of Assignee's rights hereunder or under the Note or Mortgage; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby. Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine. The entering upon and taking possession of the Premises, the collection of rents, issues and profits, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note or Mortgage.

- 12. Any tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the Existing Leases) are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or Mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment of Rents and Leases and the sole receipt of the Assignee for any sum, received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment of Rents and Leases shall be drawn to the exclusive order of the Assignee.
- 13. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the suid Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the lessee under any Lease or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein or in the Mortgage contained, and no exercise by Assignee of any of the rights herein or in the Mortgage conferred shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Fremises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof.
- 14. The Assignor shall and does hereby agree to indemnify and to hold Assignce harmless of and from any and all liability, loss or damage which it may or might incur under said Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be assented against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Assignee incur any such liability, loss or damage under said Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the incommon thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, the indemnity pro-*
- 15. The Assignee has not received nor been transferred any security deposited by any lesses with the lessor under the terms of the Existing Leases and the Assignee assumes no responsibility or liability for any security so deposited.
- 16. Assignor will not (a) modify, change, alter, supplement, amend, surrender or accept surrender of any of the Leases; (b) execute any other assignment or pledge of the rents from the Premises or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; (c) execute any Lease except for actual occupancy by the lessee thereunder; (d) permit any Leases to become subordinate to any lien other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; or (e) execute hereafter any Lease unless there shall be included therein a provision providing that lesses acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession except for such modifications made in the ordinary course of business which do not decrease rents due or reduce the term under any Lease or otherwise impose any

economic burden on the lessor thereof

or successor in title to the Premises for accountability for any security deposit required by landlord under such Lease unless such sums have actually been received in cash by Assignee as security for lessee's performance under such Lease, without Assignee's prior written consent.

17. Assignor has not, and will not, accept rent in advance under any Lease (including Existing Leases) excepting only monthly rents for current months, which may be paid in advance.

and Assignor will:

- 18. Assignor will (a) cause this Assignment to be served upon the lessee under each Lease; (b) at Assignor's sole cost and expense, cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises; (b) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in each Lease; (c) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and reformed; (d) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease 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; (e) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all lessees of the Premises, or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; and (f) exercise within five (5) days of the demand therefor by Assignee, any right to request from the lessee under any Lease a certificate with respect to the status thereof.
- 19. Upon payment in full of all indebtedness secured hereby, this Assignment of Rents and Leases shall become and be void and of no effect.
- 20. This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein, each of whom shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee. The term "Existing Leases" shall refer to the lease or leases described in Exhibit B hereto, whether one or more than one, if any.
- 21. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, suite or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assigner and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment that Assignee may elect.
- 22. Each notice required or permitted pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the applicable party at the above-stated addresses, or to such other address as such 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, as aforesaid.
- 23. Nothing herein contained shall be deemed to imply the consent of Assignee to any Lease containing an option to purchase all or any part of the Premises and no Lease shall contain or provide for such option without the prior written consent of Assignee.

This Assignment of Rents and Leases is executed by Assignor solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either express or implied; all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Assignor, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Assignor is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Rents and Leases as of the day, month and year first above written.

2000 COOK

American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated September 1, 1986 and known as Trust No. 100187-03

By

ATTEST:

THIS INSTRUMENT WAS PREPARED DY:

JOANNE A. ALPERIN
ROSENTHAL AND SCHANFIELD
55 East Monroe Street, Suite 4620
Chicago, Illinois 60603

STATE OF COUNTY OF COUNTY

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KAREN E. BURNS , a Notary Public in and for said County in the State aforesaid. ľ. J. MICHAEL WHELAN DO HEREBY CERTIFY that . Assistant Vice President of __ American National Bank and Trust Company of (herein called the "Assignor") and SUZANNE G. BAKER Chicago ... Assistant Secretary of said Assignor, who are 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 Assignor, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Assignor, did affix the corporate seal of said Assignor to said instrument as his own free and voluntary act and as the free and voluntary act of said Assignor, as Trustee as aforesaid, for the we and purposes therein set forth. GIVEN under my land and notarial seal this. "OFFICIAL SEAL" Karen E. Burns otary Public No'ary Public, State of Illinois My Commission Expires 8/2//90 *********** Clert's Office My Commission Expires:

UNOFFICIAL COPY JOINDER 3 3 3 4

The undersigned, being the owners in the aggregate of One Hundred Per Cent (100%) of the beneficial interest in, and being all of the beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Rents and Leases, hereby consent to and join in the foregoing Assignment of Rents and Leases, intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Premises described in the foregoing Assignment of Rents and Leases, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignors in said Assignment of Rents and Leases. Nothing herein contained shall be deemed to render the undersigned liable upon any obligation for payments/provided in the foregoing Assignment of Rents and Leases.

or performa	uce of optidations
DATED: _ July 1, 1987	
	322 South Green Street Dartners an Illinois limited partnership
Dor.	W. Harris Smith
C	David W. Hutanberg
STATE OF TLHNOIS COUNTY OF COOK SS.	
1. LINDA R. JORGENSEN	
aforesaid, do hereby certify that	
W. Harris Smith and David W. Ruttenberg, Street Partners, an Illinois limited part	general pertners of 322 South Green ;nership
personally known to me to be the same person(s) whose n appeared before me this day in person and (severally) ack instrument as his (her) (their respective) own free volunt	(nowledged that he (she) (they) signed and sealed said
Given under my hand and notarial seal this	6TH day of AUGUST 1287 2
	COTH day of HUGUST 1287 2000 CONTRACT TOTAL CONTRACT OF THE NOTIFICATION OF THE PUBLIC
M. Caramanan France	
My Commission Expuse	

Property of Cook County Clerk's Office

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JOINDER TO ASSIGNMENT OF RENTS AND LEASES

This Joinder to Assignment of Rents and Leases is dated this first day of July, 1987 from AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated September 1, 1986 and known as Trust No. 100534-00 (herein called "Ground Lessee" to NORTHERN LIFE INSURANCE COMPANY, (herein called "Assignee").

WITNESSETH:

Whereas, pursuant to its loan commitment dated April 1, 1987, as amended, Assignee has agreed to make to and disburse to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated September 1, 1986 and known as Trust No. 100187-03 (herein called "Borrower") a loan (herein called the "Loan") in the principal amount of \$4,750,000 secured by a mortgage (herein called the "Mortgage") on Real Estate described in Exhibit A to the foregoing Assignment of Rent; and Leases (herein called the "Assignment");

Whereas, Ground Lessee is the lessee of the Real Estate under that certain lease (herein called the "Ground Lease") described in Exhibit B to the Assignment;

Whereas, Ground Lessee has subordinated its rights under the Ground Lease to the rights of Assignee as mortgagee under the Mortgage;

Whereas, Ground Lessee has entered into and executed, as lessor, the leases (herein called the "Occupancy Leases") described in Exhibit I hereto;

Whereas, as additional security for the Loan, Assignee has required that all of the rents and leases, including the Occupancy Leases of the Real Estate be assigned to Assignee as a condition precident to Assignee's disbursing the Loan;

Whereas, Buz-Bil Partnership, an Illinois limited partnership is the beneficiary of Ground Lessee; 322 South Green Street Partners, an Illinois limited partnership, is the beneficiary of Assignor; the general partners of Buz-Bill Partnership, W. Harris Smith and David W. Ruttenberg, are the general partners of 322 South Green Street Partners; and Ground Lessee and Buz-Bil Partnership are substantially financially and otherwise interested in the disbursement of the Loan to Assignor;

Now, therefore, in consideration of the foregoing and of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Ground Lessee hereby agrees and covenants as follows:

- The foregoing preambles are hereby incorporated herein by reference as fully and with the same effect as if they were set forth herein at length.
- The undersigned hereby consents to and joins in the Assignment, intending to subject the rights and interests that Ground Lessee may have in the Real Estate, as lessee under the Ground Lease, or otherwise, in and to any improvements now or hereafter constructed on the Real Estate and in and to any other property rights or interests described in and or mortgaged and pledged by the Mortgage or intended so to be, and in and to the Occupancy Leases, as fully and with the same effect as if Ground Lessee were named as Assignor in the Assignment.
- Disbursment by Assignee of all or any part of the Loan shall constitute conclusive evidence of the reliance hereon by Assignee in so doing.
- This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

This Assignment of Rents and Leases is executed by Ground Lessee solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, coverants, undertakings or agreements herein contained, whether express or implied; all such liability, if any, being expressly vaived and released by the mortgagee and by all persons claiming by, through or under said Mortgage and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Ground Lessee, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not of be liable for any action or non-action taken in violation of 🛫 any of the covenants herein contained. It is further understood and agreed that the Ground Lessee is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission on the contrary.

IN WITNESS WHEREOF, the Ground Lessee has executed this Joinder to Assignment of Rents and Leases as of the day, month and year first above written.

American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated September 1, 1986 and known as Trust No. 100834-00

Or Coot County Clark's Office

By:

Attest:

UNOFFICIAL COF

JOINDER

The undersigned, being the owners in the aggregate of One Hundred percent (100%) of the beneficial interest in, and being all of the beneficiaries of the Trust which is Ground Lessee under the foregoing JOINDER TO ASSIGNMENT OF RENTS AND LEASES, hereby consent to and join in the foregoing JOINDER TO ASSIGNMENT OF RENTS AND LEASES, ("Lessee's Joinder") and the Assignment referred to therein ("Assignment") intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Premises described in the Lessee's Joinder and the Assignment, or any leases (Including Occupany Leases herein as defined in Lessee's Joinder) or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Ground leasee in said Lessee's Joinder. Nothing herein contained shall be deemed to render the undersigned liable upon any obligation for payments provided in the Lessee's Joinder or Assignment. C004

Dated July 1, 1987

Buz-Bil Partnership, an Illinois

limited partnership

By;

Hecris Smith,

partner

By:

To mborg

partner

STATE OF COUNTY OF

R. JORGENSEN W. Harris Smith and David W. Ruttenberg, general partners of Buz-Bil Partnership, an Illinois limited partnership

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me that day in person and (severally) acknowledged that he (she) (they) signed and sealed said instrument as his (her) (their respective) own free voluntary act for the uses and purposes therein set forth.

БТН Oiven under any hand and notarial seal this

My Commission Expirer

Or Cook County Clerk's Office LINDA R. JOR DOTART PUBLIC STATE OF MARROW MCD1040000 ESP. AUG. 17, 1991

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STATE OF SOLL

55.

I	KAREN E. BURNS		, a Notary Public in and for said County in the State aforesaid.
DO HER	REBY CERTIFY that	J. MICHAEL	WIELAN Iican National Bank and Trust Company of Chicago
	, resident vice i re	(herein cal	iled the "Assignor") and SUZANNE G. BAKER
respective instrumer aforesaid, that he, a instrumer aforesaid,	mes are subscribed to the ly, appeared before ment as their own free and, for the uses and purpoint as his own free and, for the uses and purpoint as his own free and for the uses and purpose and purpoint as his own free and for the uses and purpose a	ne foregoing institute this day in per la voluntary set a ses therein set for voluntary act an oses therein set fid notarial seal the seal of sea	Notary Public
			My Commission Expires:

250300-291

LEGAL DESCRIPTION

The South 1/2 of Lot 3, all of Lots 4, 5, 6, 7, and 8 (except the West 9 feet of all of said Lots for alley) in Block 19 in Duncan's Addition to Chicago being a subdivision of the East 1/2 of the North East 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. 17-17-121-009 to 012 Dru.

322 South Green Street, Chicago, Illinois

EXHIBIT B

Lease dated December 1, 1986 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated September 1, 1986 and known as Trust No. 100187-03, as landlord, and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement Sept. Mant. Of Cook Collings Clerk's Office dated September 1, 1986 and known as Trust No. 100834-00, as Tanant.

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EXHIBIT I

- 1. Commercial Lease, dated October 20, 1986, with Chicago Access Corporation, as Tenant, demising 13,932 square feet located on the first floor and 4,500 square feet in the basement:
- 2. Commercial Lease, dated November 13, 1986, with The Board of Trustees of The University of Illinois, as Tenant, demising approximately 8,500 square feet of space located on the 1st and 2nd floors;
- 3. Commercial Lease, dated April 24, 1987, with The Board of Trustees of The University of Illinois, as Tenant, demising approximately 700 square feet of space located on the 2nd floor;
- 4. Office Lease, Lated April 9, 1987, with The Bonaparte Connection, Inc., as femant, demising 2,542 rentable square feet of space located on the 2nd floor, east side;
- 5. Office Lease, dated December 29, 1986, with The Visiting Nurse Association of Chicago, as Tenant, demising 17,015 square feet of space located on the 2nd ficer.

DEPT-01 RECORDING

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