# OB1887 MJ: JUNOFFICTALE GOPY

ASSIGNMENT OF RENTS AND LEASES

#31.00

THIS ASSIGNMENT OF RENTS AND LEASES is made and delivered as of this 20th day of August, 1987 by P.C.E.T., INC., an Illinois corporation ("Assignor"), to IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized under the laws of the United States of America ("Assignee").

#### WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the Premises described in Exhibit A attached hereto and made a part hereof (the "Premises"); (ii) in and to all leases and subleases (the "Leases") now or hereafter existing on all or any part of the Premises (which term includes if Exhibit B is attached to this instrument, the particular lease or leases of the Premises (the "Existing Leases") described in said Exhibit B); (iii) in and to all rights and claims for damage against tenants arising out of defaults under the Jeases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all of Assignor: interest in any tenant improvements and fixtures located on the Premises.

#### THIS ASSIGNMENT OF RENTS AND LEASES IS GIVEN TO SECURE:

- (a) Payment by Assigner when due of (i) the indebtedness evidenced by that certain mortgage note of even date herewith (the "Note") made by the Assigner, in the principal sum of \$8,055,555, and delivered to Assignee simultaneously with the execution and delivery of this Assignment, and any and all renewals, extensions or refinancings thereof; (ii) any other obligations, liabilities or indebtedness which may be due and owing from the Assignor to Assignee, or by any co-maker or guarantor of the Note, whether such obligations, liabilities or indebtedness are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired by Assignee, and any and all renewals, extensions or refinancings thereof; and (iii) all costs and expenses paid or incurred by Assignee in enforcing its right; hereunder, including without limitation, court costs and attorneys' fees.
- (b) Observance and performance by Assignor of the covenants, terms, conditions and agreements contained in the Note, this Assignment, the mortgage (the "Mortgage") of even date herewith made by the Assignor to Assignee and creating a first mortgage lien on the Premises, the Construction Loan Agreement ("Loan Agreement") with respect to the Premises between Assignor and Assignee, made by Assignor to Assignee with respect to the Premises and any

This instrument was prepared by and, after recording, return to: Maurice Jacobs Greenberger, Krauss & Jacobs, Chtd. 180 N. LaSalle Street, Suite 2700 Chicago, Illinois 60601

Permanent Real Estate Tax Index Nos. and Street Address:

See Schedule 1 attached hereto

00,154

### UNOFFICIAL COPY MALES

AGELCAMMENT OF FEREE PARTS AND LIBERRY

THIS ASSIGNMENT OF MENTS AND LEASES is hade and delivered as of this 20th day of August, 1987 by P.C.E.T.; 190 an Eilleots corporation ("Arsigner"), no leving FEDERAL SAVINGS AND LOAM ASSOCIATION, a corporation organized under the laws of this Holied States of America ("Assigner");

#### WITTHER SETTE:

Assignos, for good and valuable consideration the seccipt and sufficiency of which are hereby acknowledged, seceby acents transfers, sone over and assign to Arriquee, all of the right, title and interested Assignor () in and to all of the right, issues, and profits of and from 'ne Flemiscs excertibled to Exhibit a attached hereby and subjected a purity before (inc "Prepiers") (ix) in and to all leases and subjected (the "Genest') have a bornaity existing on all or toy part of the Fremiscs (which because lease') described in fail or toy part of the Fremiscs (which is received lease') described in fail sand the fremiscs ((inc 'tristing closes') described in fail sand the fremiscs ((inc 'tristing definite and claims for dange someth to adepend to rejected heases, military contest and fix under to rejected heases pursunce to service 165(4) of the Fremisc (iv) all of Assignor's interest in any fenent improvedents and fixtures ibsated on the Fremise.

THIS ASSICHMENT OF BENTS AND LANTES AS CIVER HE SECURE:

- (a) Payment by Ansie when due of (i) the indepted pers evidenced by that considers near an environce near all even date therewith (the "Note") at the Assignment of the principal and of the execution at the encution at the entire of the ency other obligation, the bid of the encution of the ency of the
  - (b) Observance and partous and Assignin of the covenants, terms, conditions and moreaconts conitained in the Note, this Assignment, the medical countries (the "Mortgage") of even date herewith made by the Assign of the Assignes and creating a first motty age in the Premises the Construction Loss Agraemal ("hose Agraemal") with respect to the Fremises between Assigner and Assigner by Assigner and any made by Assigner to Assigner and any

This instrument was prepared by and after recording, return cor Manielre Jacobs

Greenberger, Kraubs, 2/Jacobs, Chtd. 180 M. DaSalle Street, Suite 2700 Chicago, 211inots, 60601

Fermancab Must Estate Tax Index Mus. and Street Addense:

> See Schedule 1 attached hameto

> > VILLESIACA

できる。

other document or instrument evidencing or securing the Note or delivered to induce Assignee to disburse the proceeds thereof. The Mortgage, Security Agreement, Loan Agreement, this Assignment and all such other documents and instruments evidencing or securing the Note and delivered to induce Assignee to disburse the proceeds thereof are hereinafter collectively referred to as the "Loan Documents".

AND ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS AND WARRANTS AS FOLLOWS:

- 1. Representations and Warranties of Assignor. The Assignor represents and warrants to Assignee that:
  - (a) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
  - (1) Assignor is the lessor under the Existing Leases and is of will be the lessor under all Leases, in each case either directly or as successor in interest to the named lessor thereunder;
  - (c) Assigner has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder or entered into any agreement to subordinate any of the Leases, or Assignor's right to reselve any of the rents, issues, income or profits assigned hereunder;
  - (d) Assignor has not beretofore executed any instrument or performed any act which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and
    - (e) no tenant is in default under any Lease.
- 2. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:
  - (a) Assignor shall not enter into any lease for all or any portion of the Premises without the prior written consent of Assignee;
  - (b) Assignor shall observe and perform all of toe covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof, or without the express written consent of Assignee, (i) release the liability of any tenant thereunder, or (ii) permit any tenant thereunder to withhold the payment of rent or to make monetary advances and off-set the same against future rentals, or (iii) permit any tenant thereunder to claim a total or partial eviction, (iv) permit any tenant thereunder to terminate or cancel any Lease, or (v) enter into any oral leases with respect to all or any portion of the Premises;
  - (c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

Last document of instrument evidencing of sarding the Note of delivered to inspect the Proceeds to desputs the proceeds the description for its Agreement, this Assignment sad all carb otton discussers and locativests evidencing or security the Role and delivered to induce Assigned to disbures the proceeds the botton are becauting the following the to disbures the proceeds the est are becauting the finders.

AND ASSTENDE HERSBY COVENAMENT AUBURG, DEFENDED ARD WARLANTS AS FOLLOWS:

- t. Representations and Warranties of Assignos The Assignor Teprosents and Warrants to Assignee that:
- (a) This Assignment, as executed by Assignor constitutes the legal and binding obligation of har andress and articles to the in accordance with its terms and pully stone;
- (b) Assignor is the Lessor under the Estim of Leanser and is or will be the leboor under all Leases in each case either directly or as successor in interest to the named Leapor thereunders
- (c) Assignor has not agreeded and any ither assignment of its entire or any part of and interest in and to any or all of the Leace, or and or all of the rents, issues, income or profess seasoner st emersed income agreement to solve that say of the baltees, or assignor string to receive any of the rents, issues, throwe or profits assigned becauder?
  - (d) Assignor has not bristonose exocuted thy instrument or performent of est which may or misht prevent Assigned trow operating under eny of the terms lind gravitations hereof or the would limit hasigned in such operation: and
    - in no telant is to obtault under any sekto.
  - 22 Covenants of Assignor Assignor coverants and agrees
    - (a) assignor spall now enter into any lease for all ar any jour ton or the practice without the prior entrest consens of Assignes;
- (b) Assignor shall observe and perfors all of the coverage, terms, conditions and agreements contained in the Last contained in the Last contained in the Last contained in the cast contained in the contained in the contained in the contained contained to the contained contained to the contained contained the contained contained to the contained contained the contained contained to withheld the payment of the contained cont
- i köri hössgadet etall met holtent eny od thå kenter ligge kobens, indende ok frolten aksigned nervinder mure enso kurrby (32) days in advante en the time base eller maneranska besome duer bakepr for colurery or similar skapleresy.

- (d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder without the prior written consent of Assignee;
- (e) Assignor shall not alter, modify or change the terms and provisions of any Lease or give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease (other than any Lease in which the tenant thereunder is in default) without the prior written consent of Assignee;
- (f) Assignor shall not accept a surrender of any Lease other than any Lease in which the tenant thereunder is in default, or convey or transfer, or suffer or permit a conveyince or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder other than any Lease in which the tenant thereunder is in default;
- (g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior writter consent of Assignee;
- (h) Assignor shall not waive or excuse the obligation to pay rent under any Lease:
- (i) Assignor shall enforce the Leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant;
- (j) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or librilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and attorneys' fees, in any such action or proceeding in which Assignee may appear;
- (k) Assignor shall give prompt notice to Assignee of any notice of any default on the part of the lessor with respect to any Lease received from any tenant or gualintor thereunder;
- (1) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenant(s) thereunder;
- (m) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;
- (n) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that tenant acknowledges that such Lease has been assigned pursuant to this Agreement and agrees not to look to

- (d) Assignor shall not make any other assemment of attacentias or any part of its interest in or to any or all feates, income draintite assigned nersunder without on frier written sames.
- (el Assignor shail not siter, modify or disage the terms and provisions of any bease of give any chacent (including put not limited to, any concent collections of subjecting under, any bease) for disproval, required or permitted by such terms and provisions or cancel or terminate any bease (other than any heave in which the tenant theorem of assigner; is in default) without the prior wollten consent of assigner;
- (E) Assigned shall not accept a surrended of six bease other than any bease in which the tenant shert offer is in a convey or transfer, or suffect or permit a conveyance of transfer, of the premises demised purit any bease or of any interest in any bease or as to at eact; and are coty or indivertly, proximately or resolution and the estates and tights of, or a terminarily of the obtiquitions of, any tenant insertunce when the any the obtiquitions of, any tenant is a sequent than any bease in which the tenent that any
  - (9) Assignor stull not alter, modicy or diange the terms of any quaranty of any bease, or cantel or kenninate any such quaranty of collector is done any curing which would terminate any such quaranty is a matten of low, without the prior written constant of acsignees.
  - (h) Assignor shall not valve or excuse the obligación to pay rent and beare;
    - (i) Kamignor shall enforce the beares and all sights and remedies of the leases thereinder in case ht defails therefore thereforder in case ht
  - (j) Assignor shall, at the sole dost and expense, appear in and defer any and all actions and proceedings at actions and proceedings at itsing under, culation to or in any manner competed with any hease of that it ties of the state and any heated with any hease or that the server we have or that all processor or and according to the context and according to the context and according to the context and according to the angular appears which astignes may appears
    - (a) Assignor spail wive prospensed to Assignas of ary notice to Assignas of ary notice of the last with compact to any beaut received from any beauty to any teamer.
  - (1) Assignor shall enforce the abservance and performance of each covenant, term, condicton he aprender contained in wack Lease to be observed and performed by the remand (s) thereinders
    - (m) Assignor shall not permit any of the Leases to be become suppresse to any lien or lishs cinor than liens securiar the indestentions secured noteny of lithus (or general real estate layer not delincions)
- (n) Absignor shall not excuste heresterm has been and bease unless there shall be included the cintal provinting that tenant acknowledges that such bease has been assigned portagant, to this Agreement and agrees for to debut to

### UNOFFICIAL CORY ,

Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease, without the prior written consent of Assignee;

- (0) Assignor shall furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all tenants and subtenants of the Premises, or any part thereof;
- (p) Assignor shall exercise within five (5) days of any written demand therefor by Assignee any right to request from the tenant under any Lease a certificate or estoppel af Adavit with respect to the status of said Lease; and
- (q) In the event that any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Leases is to 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 Assignor and Assignee. 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 in accordance with the provisions of paragraph 6 below.
- 3. Rights Prior to Default. So long as Assignor is not in default hereunder, Assignee shall not demand from tenants under the Leases or any other person liable thereunder, any of the rents, issues, income and profits assigned hereunder, and Assignor shall have the right to collect at the time, but not more than thirty (30) days in advance of the date, provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.
- 4. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default' for purposes of this Assignment:
  - (a) Failure by the Trust or Beneficiary to pay (r) cause to be paid within ten (10) days after the date when due (i) any installment of principal or interest payable pursuant to the Note or (ii) any other amount payable pursuant to the Note, the Mortgage, the other Loan Documents or this Assignment.
  - (b) The occurrence of any other "Event of Default" as defined in the Loan Agreement.
- 5. Rights and Remedies Upon Default. At any time upon or following the occurrence of an Event of Default hereunder. Assignee may, at its option, exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby,

asigned as more ages, more passes as passes in a passes of consequent of a passes and passes to the third for a common title for any passes to the common title for any passes and deposit the common tract of the common tract of the common title common title for a common title co

- (0) Assignor shall furnish to Assignee, within ton (10) days after a request by Ansignae to do do a wiltern Statement containing the names of all truents are subtenants of the Premises, or any part thereof;
- (D) Assignor shall extrement within thee the days of any written domand therefor by Assigned any alghe to request from the tendent and the consist of the co
- (q) In the event trat the tender any incae is or becomes the subject of so, proceeding under the sederal backtupley Gode, as amended from the to time, or any other loweral, state, or lowed extrute which provides for any other possible termination or rejection of the brack of signed incremy, Assigner correctors and agrees that if signed leases in so termination of the prior of sectioning for damages in so termination of any other commons distribution of any other commons distribution of any other of cammons distribution of any other of cammons distribution of any other of the parent of cammons distribution of any other of the cammons distribution of any other of cammons distribution of any other of the cammons distributed and any other contributed and considered the character of accordance with the procession of backer.
- 3. Digates Prior to Detait. So long as Assistance in nor in default merennaer, Arseisas shall mor demand from tanonic under the beases or any other person lianus theresales, eny of the tron rents, lands, lander, lands, and harring shall have the right to collect at the time, but not not more than trirty (30 days in advance of the the theory, levided for the gayment thereor, all rents, isours, income and profits assigned hereus at, and to retain, the und angot the same, and to retain, the und angot the same, assigned herein the tand to retain the same. Assigned the the tangent of the same.
- 4. Eyenes of Default. The occurrence of any ame or more of the toric the the toric of before it is a purpose of this Assignment:
- (a) Pailure by the trust or Bencharative to pay or couse to be paid within ten (10) days atter the pare when due (1) any installment of principal or interest payable pursuant to the Note or (ii) any other amount physhle pursuant to the Note, the More, the More, the More the More the More.
- chi The occurrence of day that "Ereat billeredit" as decined in the Loan Agreement.
- S. Elghts and homedies tond to beloute. At any three upon et following the occurrance of an hydeloo. Deleast hareheder, the scale of hardless of the scale of the following rights and remedies without any continued to an established in any way waiving the event of belout to all the further and the scale of the scale

without releasing Assignor or any guarantor or co-maker of the Note from any obligation hereunder, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien granted by the Loan Documents:

- (a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;
- (b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;
- (c) Either with or without taking possession of the Premises, camand, sue for, settle, compromise, collect, and give acquitc/nces for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and the cunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of defaul! hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed of performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profics, and upon request will execute written notices to the trachts under the Leases to thereafter pay all such rents and other amounts to Assignee; and
- (d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor vith interest thereon until paid at an annual rate (the "Default Rate") equal to four percent (4%) plus the Loan Rate (as defined in the Note) then in effect under the Note and shall be secured by this Assignment.
- 6. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more events of default under the provisions of paragraph 4 of this Assignment shall be applied as follows:
  - (a) First, to reimbursement of Assignee for and of all expenses (including court costs and attorneys' fees) of: taking and retaining possession of the Premises; managing the Premises and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary and proper; operating and maintaining the Premises, including without limitation, taxes, charges, claims, assessments, water rents, sewer

without redensing Assignot or any quarantor or co-taker of the Tyre from any obligation barannour, and with or without Selliging any action or proceeding to forwants selections are any other lies granted by the four increasings

- (a) Dockers the usuald intance of the principal sum of the Note, requirer with all sectued and copying language testeon, immediately due one payants;
- (b) Enter in person and rake posspirion of his Premises, esther in person or by a court, and have, bold, manage, reare and specialments are of such that and for such person of these as his ighter ear door necessary or proper, with full power to make the return time all alterations, cenovations, require or replacements thereto or thereof as may seem proper to Assigned Onloce on the onloced modify and accept the full or necessary respective of a such or courter to Assigned Onloced On
- Continues, damand, sue for, notile, compress, inclient, and presents, damand, sue for, notile, compress, inclient, and give acquittances for all restrictions the fronters and jurise all restricts for antercomment of the heaves and all the lengths for the retire of the heaves and all the lengths for the retire and thereader, provided that, lor such purpose, direction to the tenth of the following in and direction to the tenth of the factor of the retire and all renths and other amounts captable under the heaves to part all renth without proof of written notice to record to demand of written notice to recording the content of manual of white another amounts to all rends of any and demand by Assigned for all rends of asy of the covenance of any article of the forevenument, and province for a retirement as accomments contained to the booker, and province to the restriction of and according with the content of the four theresian and content and content of the four theresian and province and content of the reduce to the tenants under the will ancourte with ancourte are no notices to the tenants under the according the the tenants under the according to the tenants under the the according to the tenants under the forest and according to the contents and other and according to the tenants under the forest and according to the tenants under the forest and according to the their after any all noth rents and other and according to the their after any all noth rents and other and according to the their after any all noth rents and other and according to the their after any all noth rents and other and according to the their after any all noth rents and other and according to the their after any all noth rents and other and according to the their after any all noth rents and other and according to the their after any according to the their according to the their according to the their according to the tenants.
  - (d) E. to any payment or do any agreet seguited necession of Assigner in average and to such extent as applicable and companies and deem necessary, and any extract so paid by adsigner analighed and peld on any extract by adsigner when interest because maddiately due and paymole by Assigner which interest been to the debt of the "local base") or deal to be boss per cont (the column per cont in officer order the dots and the and there are the described by the boss cont and there are secured by the contract order and there are secured by the contract order and the boss secured.
    - s. Application of Proceeds. All some collected and received by Assigned but of the rearth issues, income and profits of the Premises following the acquirence of they one crowes events of default inder the provisions of partaph a of this Assignment anall be applied as icliows:
  - (a) First, be reimbursed at Adignar toll and of Lil and or the confidence of a cit and and of all tolers of and and theology, the product of the confidence of the confidence

rents, other liens, and premiums for any insurance provided in the Mortgage; the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary and proper, with interest thereon at the Default Rate;

- (b) Second, to reimbursement of Assignee for and of all sums expended by Assignee pursuant to paragraph 5(d) above to make any payment or do any act required herein of Assignor, together with interest thereon as provided herein;
- (c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indemnified pursuant to paragraph 7 below, together with interest thereon as provided herein;
- (d) Fourth, to reimbursement of Assignee for and of all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtadness under any of the Loan Documents, with interest thereon as provided therein;
- (e) liith, to the payment of all accrued and unpaid interest on the principal sum of the Note;
- (f) Sixth to payment of the unpaid balance of the principal sum of the Note; and
- (g) Seventh, any balance remaining to Assignor, its respective heirs, legal 22s, administrators, legal representatives successors and assigns.
- 7. <u>Limitation of Assignee's Liability</u>. Assignee shall not be liable for any loss sustaired by Assignor resulting from Assignee's failure to let the Prerices following the occurrence of an Event of Default under the provisions hereof or from any other act or omission of Assignee in Lanaging, operating or maintaining the Premises following the occurrence of an Event of Default under the provisions hereof. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discourge any covenant, term, condition or agreement contained in any lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in

racts, other items, and promices for any insuffence provided in the Mortgago; the cook of all alterations, ienovations, repaire or replacements of or to the President blink Antights was deem necessary and proper. With Where

- (6) decomey to the about the decome of the tangent tor and the bit unit particle of the bit unit particle of the unit particle of the above to units any payment of the any act caquited northe of the asygnary together with anterest thereon at orthides neither
- (c) Trixd, to population of the Abelian Abelians of Antiferration of the Antiferration of the Albertagn of t
- (d) Pourth, to reliment of Austracian and Office and Office and Total other sums expended of Austracian and Total to the Commission of Austracian and Total other than the Austracian and Total other and Austracian and Total other other and Total other other other and Total other other
- (e) Fifth, to the organit of all actives that unpaid interest on the principal aum of the Botes
  - (i) Sirth, to payment of the copaid calage of the principal sum of the Weter and
  - (g) Seventh, any valence condition to Addignor, its cospective helps, legaters, formations, legal respresentatives queresport en assigno.

on the second of the second second second second of the second se of an Ewent of Default caserate provisions bereaffor from any orber, with the washing a constitute provision provision is an incompany of the provision of the provision of the water of the contract of the provision of the contract of the provision of the onserved or berluraed by the lessen taerender, or here conserved of the contract of the contra ់ស្ថាន កាន់ទៅមួនទំនួន និង នៃនេះ ប្រធាន និងជា នៃ និង មិន និង មិន និង មិន និង ស្រុស និង និង និង និង និង និង និង ်ကြောင့် မြောင်ရှိနှင့်နေရ အလုပ်ချင်သည်။ လုပ်ထုပ်သည် ရှိသည် အမောက်ရှင်နှင့် မြောက်လုပ်များမှာ ပြုကြောက်စားနှင့် from, to and all that inty. (Only or demonia which Ameliance lay or mire having the lay or animal reasons of and the content of the animal resonance and the content will be and dispense vind se acesta i film se estada e A estada est perferm any of the covenients, terms, contains and long marks gentermad in jarge before Chiparis Suparis any fibun limbility, ldes or damage whier any boars or ender by cy reason of this assignment, or in the defines of any muse of him be deputed the contract of him be decided the contract there are not the contract the contract of the acto-noys! trees, shall borose lawidisteld due acc phyable of assigner with threstest brorow at the Perolit Apto what doeld be remoted by this Assagnment. But a raignment could her operate bo place responsibility for the care, control, management ac edd do yge do doe, getyrior end fol yo koeindaf bad to yleger anveranta, ittermel constitions ind servenbraits continuing in and Lease apon Aželynea, por záalt it operaty to moke Alleigrek nedimer() sed popul reddinach say was to bed i no edikanageax ស្យ និយាទ្ធ បំថាជំនិញស្លា ១០០មន្ត្រី ១០ ១៩២១ ខេត្ត ១១៩៤១ ១១ រឺម៉ែន ទី២៩ រឿង១៤១៩២១ ប្រ defective acceptation of the Prosimes, or for any negligence in

the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, 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 contrued as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof. Assignee has not received nor been transferred any security deposited by any tenant with the lessor under the terms of any Lease and Assignee assumes no responsibility or liability for any security so deposited.

- 8. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the guaranty thereof or any of the Loan Documents; this Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments; and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for to performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 9. <u>Further Assurances</u>. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.
- 10. Security Deposits. Assignor hereby acknowledges that Assignee has not received nor been transferred any security deposited by any tenant with lessor under the terms of the Existing Leases and that Assignee assumes no responsibility or liability for any security so deposited.
- ll. Severability. The invalidity or unenforcerollity of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.
- 12. Benefit. This Assignment is binding upon Assignor, its successors and permitted assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns, including without limitation, the holder from time to time of the Note.
- 13. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.
- 14. Duration. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have

the canagement, upkeep, resair or control of the suesisos coulting in loss or injury or death to any tenant occapant, sicenses, employee or stranger. Nothing herein of in the Mortgage contained, and no exercise by Assignee of any of the rights nessin or in the Mortgay, confered that! demonstrate or be contraed as constituting tening a "hortgage to an postension" of the Roemises, in the absence of the tening of sorters postension of the remains of the sorters of the premiurs by Assignes pursuant to the provisions hereof. Assignee has not recalved nor been transferred any security deposited by any tenant when the transferred any security deposited the requirement of any lease and Ansignee alsones no requestively or liability for any cocurity so deby teas.

- No act dese or emitted to be does by Assigner pursuant and rights and powers granted to it herevoler shall be doesnot to the rights and powers granted to it herevoler shall be doesnot to be a waiver by Assigner of its rights and remailes under the water that quarent is made and accepted without prejudice and covering and accepted and Assigner and exercise and covering and Assigner and provisions of well instruments and control tenses and prior to subject the terms and provisions of subject and covered action to take by it hereunder. Assigner as absoluted on any other secondarity its between any accepted and any party and privately as secondarity itself that the instrument and accepted any other secondarity itself that the privative secondarity itself and may apply any other secondarity itself and may apply any other secondarity itself and may apply any other secondarity itself satisfaction of the obligations second and accepted the top the secondarity itself satisfaction of the obligations seconds.
  - 9. Further Assurances. Additions in a constitution of concert to descent of concert to be asseuded such additions; to descent (including out out for limited to, goodstal of apecual actions at a such before as a Addignouring, and and cold do a concert to a before a concert of a concert action to be for a concert action to be for the concert action to be format as a concert to be a concert action to be a concert to be a concert to be a concert and animation to a concert action to a concert action to be a concert and animation to a concert action and animate to action to be a concert.
  - i0. Security Drogaths. Assigner hereby arknow before that Assigner has not restrict each couriest the consisted by any lenant with lesses under the corns if the Evisting Leased and that Assign, accomes no responsibility for liability for any necessary security so deposited.
  - il. Parentity. The anvailably of uncatorces likey of any-particed at provision of this factions and the sections and the feet and the statement of the unatured in all respects as it such invalue of unencorrection provisions as it such invalue of unencorrection of the footstand detain.
    - id. Borefit. This Assignment is binding book Ashignor, its sucressors and permitted assions, and the lights powers and remedies of Assignmen this Assignment stall house to the Donelit of Assignment and its successors and castells, including mithout limitation, the holder from time to time of the Mote.
  - 13. Written Modifications This Ausignment shall not be amended, modified or supplemented without the writer equousant of Assignor and Assignes at the time of such as subject, modification or supplement.
    - 14. Dutation. This Assignment shall become mul and void at such time as assignor shall have paid the principal som of the dote, together with all internot thereon, and shall have

fully paid and performed all of the other obligations secured hereby and by the Loan Documents.

- 15. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 16. Notices. All notices and demands which are required or permitted to given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Mortgage.

WIT. signs. IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

P.C.E.T., INC., an Illinois

·O

baruses and performed all of the other colligations secured neseby and by the Loan Bocusents.

15. Coverning Law. This Assignment sholl be becomed by and construed in accordance with the laws of the State of 

16. Notices. All notices and demands which he required er permitted to given on served herenpier shall be deemed sufficiently sorved when delivoied of mailed in the meaned and to the persons described in the Marigage.

to withes whereor Assignor has executed and holivered this Assignment as of the day and year thish apparainten.

> 900 ...... 6.13 te d ... ودوداني

140401864

3. A. 13.

stonilli all PLO.E.T., REC. corporation(

President

Sections (

STATE OF ILLINOIS )

COUNTY OF COOK )

said County, in the State aforesaid, do hereby certify that Dennis Cortesi, the President of P.C.E.T., Inc. ("P.C.E.T"), and Marsha Elliott, the Secretary of P.C.E.T., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 P.C.E.T., for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that she, as custodin of the seal of P.C.E.T., did affix the seal of P.C.E.T. to said instrument as her own free and voluntary act and as the free and voluntary act of P.C.E.T., for the uses and purposes therein set lerth.

GIVEN under my hand and notarial seal, this 2/ day of August, 1987.

NOTARY PUBLIC

(SEAL)

My commission expires: //

10-31-89 O

STATE OF THIINOIS ) SE

eard County. In the State alorered, do heavy Public in and for means Coursel, the President of P.C.E.T. inc. (\*P.C.E.T\*), and morgha Siliote, the Secretary of P.C.E.T., who may recently known to me to be the same persons whose names are selectively choose for such temperatively, appeared before me cair day in person and respectively, appeared before me cair day in person and actively, as their cwn free and voluntary act and as the said instrument as their cwn free and voluntary act and as the free and voluntary act of P.C.E.T., for the user and energy of said Secretary then and the cair of the said voluntary and as the said that sir, and the said instrument as the said secretary then and there are said secretary then and there are said instrument as the said instrument as the course said instrument as the contract as the and voluntary act of E.C.E.T. did office and voluntary act of E.C.E.T.

GIVEN under my hand and noterial seet, Cin day of August, 1987.

MOTARY PUBLIC

(SEAE)

My commission expires:

8,14,155,000

#### EXHIBIT A

#### LEGAL DESCRIPTION OF WINDEMERE PROPERTIES

Lots 2 thru 9, inclusive, 106, 187 thru 190, inclusive, and 271, in Stapes Subdivision, being a subdivision of part of the North East 1/4 of Section 35, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

07-35-201-001 thru 008 PIN #:

07-35-207-051

07-35-210-001 thru 004 07-35-25-001

Common Address: 788 Bluejay Circle, Elk Grove, Illinois 784 Bluejay Circle, Elk Grove, Illinois 780 Bluejay Circle, Elk Grove, Illinois 776 Bluejay Circle, Elk Grove, Illinois 772 Bluejay Circle, Elk Grove, Illinois 768 Bluejay Circle, Elk Grove, Illinois 764 Bluejay Circle, Elk Grove, Illinois 760 Bluejay Circle, Elk Grove, Illinois 329 Cutter Lane, Elk Grove, Illinois 816 Cutter Lane, Elk Grove, Illinois 816 Cutter Lane, Elk Grove, Illinois 818 Cutter Lane, Elk Grove, Illinois 801 Cutter Lane, Elk Grove, Illinois 801 Cutter Lane, Elk Grove, Illinois 852 Galleon Lane, Elk Grove, Illinois 

[Windemere]

[1513E] WEY 8/19/87

PAGE 1 Of 8

To distribute the second of th

Time to the state of the state

TONE END OF SER

LOTS 30 THRU 45, INCLUSIVE, 63 THRU 68, INCLUSIVE, 70, 73, 74, 126, 128, 129, 131 THRU 171, INCLUSIVE, IN STAFFES SUBDIVISION, DEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #1 07-35-201-029 thru 044 07-35-207-008 thru 013 07-35-207-015 7018 and 07-35-206-001 thru 004 07-35-206-006 thru 046

COMMON ADDRESS:

1000 M

666 Cutter Lane, Elk Grove, Illinois 662 Cutter Lane, Elk Grove, Illinois 660 Cutter Lane, Elk Grove, Illinois 658 Cutter Lane, Elk Grove, Illinois 656 Cutter Lane, Elk Grove, Illinois 656 Cutter Lane, Elk Grove, Illinois 654 Cutter Lane, Elk Grove, Illinois 652 Cutter Lane, Elk Grove, Illinois 650 Cutter Lane, Elk Grove, Illinois 648 Cutter Lane, Elk Grove, Illinois 646 Cutter Lane, Elk Grove, Illinois 644 Cutter Lane, Elk Grove, Illinois 642 Cutter Lane, Elk Grove, Illinois 647 Cutter Lane, Elk Grove, Illinois 636 Cutter Lane, Elk Grove, Illinois 663 Cutter Lane, Elk Grove, Illinois 667 Schooner Lane, Elk Grove, Illinois 671 Schooner Lane, Elk Grove, Illinois 675 Schooner Lane, Elk Grove, Illinois 679 Schooner Lane, Elk Grove, Illinois 683 Schooner Lane, Elk Grove, Illinois 691 Schooner Lane, Elk Grove, Illinois 703 Schooner Lane, Elk Grove, Illinois 714 Schooner Lane, Flk Grove, Illinois 706 Schooner Lane, Elk Grove, Illinois 702 Schooner Lane, Elk Grove, Illinois 694 Schooner Lane, Elk Grove, Illinois 690 Schooner Lane, Elk Grove, Illinois 686 Schooner Lane, Elk Grove, Illinois 682 Schooner Lane, Elk Grove, Illinois 678 Schooner Lane, Elk Grove, Illinois 674 Schooner Lane, Elk Grove, Illinois 656 Schooner Lane, Elk Grove, Illinois 654 Schooner Lane, Elk Grove, Illinois 650 Schooner Lane, Elk Grove, Illianis 646 Schooner Lane, Elk Grove, Illingis 642 Schooner Lane, Elk Grove, Illinois 638 Cutter Lane, Elk Grove, Illinois 601 Cutter Lane, Elk Grove, Illinois

605 Cutter Lane, Elk Grove, Illinois 609 Cutter Lane, Elk Grove, Illinois 613 Cutter Lane, Elk Grove, Illinois

613 Cutter Lane, Elk Grove, Illinois 621 Cutter Lane, Elk Grove, Illinois 625 Cutter Lane, Elk Grove, Illinois 629 Cutter Lane, Elk Grove, Illinois 631 Cutter Lane, Elk Grove, Illinois

649 Cutter Lane, Elk Grove, Illinois 653 Cutter Lane, Elk Grove, Illinois

684 Cutter Lane, Elk Grove, Illinois 670 Cutter Lane, Elk Grove, Illinois

87472609

PAGE 2 03 8

(Windomark)

```
LOS COLON SALVE, 63 THRU 63, INCLUSE OF THRU 63, INCLUSE OF THRU 171 THRU 63, INCLUSE OF THRU 64, INCLUSE 
HIS TO YOU
                                                                                                                                                                                                                                  .arowalasa.
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  Company of the state of the sta
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         ALL STATES AND ALL STATES
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   0.05.4
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            25-55-15
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  THE RESERVE TO SERVE THE PARTY OF THE PARTY 
                                                                                                           Canada a Canada Alamana Canada Alamana Canada Alamana Canada Alamana Alamana Canada Alamana Canada C
                                                     Control Banco, Cik Grove, Eliender Control Eliender Contr
                                                                                                 control of the contro
                                                                       Electric II | Executive | Electric | Electri
                                                                                                                                                                                                                                                                                                                                                                                                                      The second of the second party and the second
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       eds Corser Land Fire
1839 Guttour Lane
1832 Guttour Lane
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 Elf. Cultor Level
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                EZI Cut
                                                                                                                                                              Tib Groves Willehols
Cib Groves Willehols
Cib Groves Willholm
```

The second secon

COMMON ADDRESS (cont'd):

```
655 Cutter Lane, Elk Grove, Illinois
657 Cutter Lane, Elk Grove, Illinois
659 Cutter Lane, Elk Grove, Illinois
661 Cutter Lane, Elk Grove, Illinois
665 Cutter Lane, Elk Grove, Illinois
669 Cutter Lane, Elk Grove, Illinois
673 Cutter Lane, Elk Grove, Illinois
675 Cutter Lane, Elk Grove, Illinois
677 Cutter Lane, Elk Grove, Illinois
679 Cutter Lane, Elk Grove, Illinois
681 Cutter Lane, Elk Grove, Illinois
685 Cutter Lane, Elk Grove, Illinois
687 Cutter Lane, Elk Grove, Illinois
693 Cutter Lane, Elk Grove, Illinois
697 Cutter Lane, Elk Grove, Illinois
701 Cutter Lane, Elk Grove, Illinois
705 Cutter Lane, Elk Grove, Illinois
706 Cutter Lane, Elk Grove, Illinois
707 Cutter Lane, Elk Grove, Illinois
708 Cutter Lane, Elk Grove, Illinois
709 Cutter Lane, Elk Grove, Illinois
```

Property or Cook County Clark's Office

Page 3 8

		*					
Ġ	. Oak	1.17	& severe	34 J. H.	Canada	27.50	8133
ť,	\$ 1.50 S	111	(, 1947) (B.C.)		र अंग भूत	Tudds5	3330
1. 0.	5.325	1.5	្នាស់ មាន បាន បាន បាន បាន បាន បាន បាន បាន បាន ប	3.13	, 9 3 F. J.	THE SHOP	(t) (c)
W.	i, com k		Terror of the	8.33	Service C		医抗乳管
2.	rock	1149	(4.28×283.7)	A 5.23		steed first.	2.33
4.1	jak j	1111	্রপ্রকর্মন্ত	XXX	1951 to 3	assint.	見入る
. 73	Loui	1.3	<b>SECOND</b>	133.	C00000	្រូវទៅមានក	253
, 77	រៀបចេញ	1348	18.018	51.3	La Carte State Co	a sugado.	200
			", 84 MY (4.25)	M 1.34	10000	39-12-17	$S \subseteq S$
ă,	វិយ១៤		JOHN COLD	$\mathcal{F} \sim \tilde{\mathcal{F}}$	or falls that	200 B	당기관
			, *********		10/27 1		5.15 (6
			4361		A Charles	3. 14. 3. 13. 15 15 15 15 15 15 15 15 15 15 15 15 15	₹8₹
			4.37.0142		Committee Co	Chase	788
			0 v 0 v 0		(4) *** (15 ± 1 √ √ √ √ √ √ √ √ √ √ √ √ √ √ √ √ √ √	Continues.	E. 13 %
		1 1 3	springte.	$X \setminus X$	A 10 8	13 7 7 3 H ()	103
13	A 41-7-4	44Ta	\$2800000	3 / 3	- 1. 18 J.	2.50 \$ 756	3.07
			· 华州市 (科)		. 96654	ា១៨៨៦៦	-1.01
	i kari i			में उसे	s armond	ាសនានាមាន	1.0%
		- 1//	4.00				

To be design

THE SPANNER OF THE

#### LEGAL DESCRIPTION OF TERRESTRIS DEVELOPMENT COMPANY PROPERTY

#### PARCEL 1: (Pinebrook)

LOT 89 IN PINEBROOK OF MILLER'S MEADOW PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1969 AS DOCUMENT R79-003223 AND CERTIFICATES OF CORRECTION FILED APRIL 24, 1979 AS DOCUMENT R79-32497 AND MAY 4, 1981 AS DOCUMENT R81-22249, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 06-34-303-036

CONTROL ADDRESS: 716 Bayberry Brive, Lombard, Illinois

#### (Williamsburg)

LOTS 4, 6, 13, 21 AND 57 IN HERITAGE OAKS, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 06-34-414-056, 058 AND 065

06-34-413 048 06-34-412-057

COMMON ADDRESS:

361 Oak Avenue, Bartlett, Illinois 341 Oak Avenue, Bartlett, Illinois 271 Oak Avenue, Bartlett, Illinois 340 Oak Avenue, Bartlett, Illinois 351 Hickory Avenue, Bartlett, Illinois

#### (Williamsburg)

LOT 115 IN OAK GROVE OF BARTLETT UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIND PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECURDED MARCH 8, 1979 AS DOCUMENT 24873605, IN COOK COUNTY, ILLINOIS

PIN #: 06-34-305-001

COMMON ADDRESS: 771 Bayberry Drive, Bartlett, Illirois

87472609

register liferico delegiorene elegeneral de recension conservi

#### Compression speciment bill the first and and profession the first the

HOT 84 EN PRESENCIA OF PART OF THE NORTH WHIT FRAUTOWING CONTRACT SOFT AND SOFT FRAUTOWING OF PART OF THE NORTH WHIT FRAUTOWING OF THE OF THE SOFT OF TAKE TO SOFT FRAUTOWING THE SOFT PART WESTELD AND ACCOUNTY OF THE SOFT OF THE SOFT OF TAKE OF SOFT OF THE SOFT OF TAKE OF SOFT OF TAKE OF SOFT OF TAKE O

P:N #: D6-14-203-035

and and define an entropy of the second of the second second second second in the second seco

#### (priciams 1151W)

TOTA 8, 6, 13, 31 AND DY 12 WERTHNOT DARS, WEIRG A SUBDEVIEWOR OF THE SOUR FART LARCE SECTION 34. TOWNHIP 41 MORTH, RANCE SART OF THE CORRESPONDENCESS. ARRIPAN, IR COOK COURTY, ILLIEOUR.

COMMON ADDRESS: Sal Osk Svenum, sefetett, tilimits 341 Osk Svenum, Sattiamits 271 Osk Svenum, Satt. 10 tianits 340 Osk Svenum, Satt. 11 inklo 351 Hickory Battlett, 11 inklo

#### (predienciffin)

EST 125 IN OAR TOOK OF BASTLESS CECT SCHERKE, TELLO NE SUBDIVISION OF KAR OF THE SOURS OF THE INTER TRUIT TOWNSHIP 1. OAKH, MARKE C. TAST OF THE INTER TRUIT FROM MERIDIAN ALCORDING TO THE YEAT THERWOR SCHOOLES RACE & 1979 AS MALMERT 44571505, THE WOOK MODER, LUNGER

and educate to be and

COMPOR ADDRESS: 1 771 Bayberry Orlead Sartlett, Little

Dife of 300g

#### LEGAL DESCRIPTION OF WILLIAMSBURG PROPERTIES

LOTS 54, 55, 114, 150, 157, 158, 159 and 160 IN OAK GROVE OF BARTLETT UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1979 AS DOCUMENT 24873605, IN COOK COUNTY, ILLINOIS.

PIN #: 06-34-303-001 and 002, 06-34-304-021, 031, 038, 040 and 041

Cormon Address:

775 Holly Drive, Bartlett, Illinois 779 Holly Drive, Bartlett, Illinois 761 Bayberry Drive, Bartlett, Illinois 740 Holly Drive, Bartlett, Illinois 712 Holly Drive, Bartlett, Illinois 708 Holly Drive, Bartlett, Illinois 704 Holly Drive, Bartlett, Illinois 390 Devon Avenue, Bartlett, Illinois

LOTS 5, 8, AND 9 IN HERITAGE OAKS, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 06-34-414-057, 060 and 061

Common Address: 351

351 Oak Avenue Bartlett, Illinois
321 Oak Avenue Bartlett, Illinois
311 Oak Avenue, Partlett, Illinois

[Williamsburg]

PAGE 5 0 8

[1512E] WEY 8/19/87

son bandad somewhere the witte representations are said

SONS SALES TO THE TROP TO LEG TO SET THE TO ONE CHOOSE.

ON HARTWELL DAY GOVERN OF SHIPS A SHEDLY STORED TO BEET OF
THE SOURS LA OF SHIPTON OF THE SHELL STORES OF SHELL OF THE SECOND OF THE SHELL STORES OF SHELL OF THE SECOND OF THE SHELL SANTED OF THE SHELL SANTED

FRANCES - OBSERBARD OCT FOR OUT OR HA HON OTHER BOLD OF STANDER OF STANDERS OF

Cemmon Address; 773 Holly Orlaw, Marthat, 11 male 777 Holly Dily Dard, Marthat, 111 male 777 Holly Dily Direct Marthat, 111 male 777 Holly Direct Marthat, 114 male 712 Holly Direct Marthat, 114 male 712 Holly Direct Marthat, 114 male 7788 Holly Drive, Bartlatt, 114 male 708 Holly Urive, Bartlatt, 114 male 708 Holly Urive, Bartlatt, 114 male 708 Holly Urive, Bartlatt, 114 male 71 male 71 male 71 male

LOTS 5, 8, AND 9 IN HELL CAN CARE DELIED A SUDD VILLYON DV PART OF THE SOUTH FRAT 100 OCCUPIED 34, COMMENTS 13 ROSTH, RANGE 9 FROT OF THE LIFE OF FILMS OF THE SOURTS OF THE COOK ROUTS, THE SOUTH ARE SOUTH AND THE

महारा से १ कि पुरुवास में बेल एक ने एक हैं। एक विकास के पान परिवास

Common-Addrings. 351 Am. Avenue, Hartlett, Illings. 321 Am. Avenue, Hartlett, Illings. 311 Car. Avenue, Hartlett, Illings.

(bandame illiw)

Careria vavo

PARCEL 1:

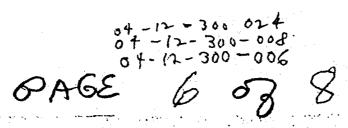
THAT PART OF THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 9. EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF THE PROPERTY CONVEYED BY
DOCUMENT NO. R72-11748; THENCE NORTH 24 DEGREES, 32 MINUTES, 06
SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY A DISTANCE
OF 83.00 FEET; THENCE SOUTH 65 DEGREES, 12 MINUTES, 27 SECONDS EAST, A
DISTANCE OF 145.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 24
DEGREES, 47 MINUTES, 33 SECONDS EAST, A DISTANCE OF 161.92 FEET; THENCE
NORTH 63 DEGREES, 50 MINUTES, 06 SECONDS EAST, A DISTANCE OF 28.34
FEET; THENCE SOUTH 77 DEGREES, 07 MINUTES, 20 SECONDS EAST, A DISTANCE
OF 60.00 FEET; THENCE SOUTH 12 DEGREES, 52 MINUTES, 40 SECONDS WEST, A
DISTANCE OF 20.00 FEET; THENCE SOUTH 77 DEGREES, 07 MINUTES, 20
SECONDS EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 65 DEGREES, 20
MINUTES, 54 SECONDS EAST, A DISTANCE OF 20.94 FEET; THENCE SOUTHERLY
ALONG THE ARC OF A NON-TANGENTIAL CURVE CONCAVE TO THE WEST A DISTANCE OF
35.50 FEET, SAID CURVE HAVING A RADIUS OF 130.50 FEET AND A CHORD
BEARING OF SOUTH 16 DEGREES, 57 MINUTES, 19 SECONDS WEST; THENCE SOUTH
24 D'GFEES, 47 MINUTES, 33 SECONDS WEST, A DISTANCE OF
184.35 FEET;
THENCE NORTH 65 DEGREES, 12 MINUTES, 27 SECONDS WEST, A DISTANCE OF
226.34 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

· PARCEL 2:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIPD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOU'H LAST CORNER OF THE PROPERTY CONVEYED BY DOCUMENT NO. R72-11748, THENCE NORTH 24 DEGREES, 32 MINUTES, 06 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 1637.52 FEET TO THE CORNER OF PROPERTY CONVEYED TO THE HIGHLAKE CONDOMINIUM PER DOCUMENT NO x64-94381 RECORDED NOVEMBER 21, 1984, FOR A POINT OF BEGINNING; THENCE COMINUING NORTH 24 DEGREES, 32 MINUTES, 06 SECONDS EAST ALONG SAID SOUT EASTERLY LINE, A DISTANCE OF 202.00 FEET TO THE NORTH EAST CORNER OF FROPERTY CONVEYED TO THE COUNTY BOARD OF SCHOOL TRUSTEES BY DOCUMENT R72 1748; THENCE NORTH 47 DEGREES, 15 MINUTES, 24 SECONDS EAST, 94.74 FEE1 (PECORD 94.9 FEET) TO THE SOUTH WEST CORNER OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY BY DOGUMENT R66-48512; THENCE NORTH 89 DEGRAFS 52 MINUTES EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 554.09 FEET TO THE CENTER OF THE WEST BRANCH OF THE DU PAGE RIVER (AS TO BE RELOCATED ON A STRAIGHT LINE DRAWN FROM THE POINT OF INTERSECTION OF THE WORTH LINE OF SAID SOUTH WEST 1/4 WITH THE CENTER OF SAID RIVER, SOUTHWIS CRLY TO THE CENTER OF THE BRIDGE OVER SAID RIVER); THENCE SOUTH 16 DECREES, 37 MINUTES, 38 SECONDS WEST ALONG SAID RELOCATED CERNTERLINE, 1326.C7 FEET TO A CORNER OF PROPERTY CONVEYED TO THE HIGHLAKE CONDONINIUM (THE NEXT THREE COURSES FOLLOW THE EXTERIOR LINES OF SAID HIGHLAKE CONDONINIUM); THENCE NORTH 73 DEGREES, 22 MINUTES, 22 SECONDS WEST, 255.34 FLET THENCE NORTH 16 DEGREES, 37 MINUTES, 38 SECONDS EAST, 63.59 FELT; THENCE NORTH 62 DEGREES, 07 MINUTES, 40 SECONDS WEST, 125.39 FEET TO A NON-TANGENT POINT ON THE EASTERLY LINE OF WINDERMERE ROAD AS FER DEDICATION DOCUMENT NO. R87-21555, RECORDED FEBRUARY 13, 1987; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 180.50 FEET AND SUBTENDING A CHORD OF LENGTH 122.75 FEET AND BEARING NORTH 47 DEGREES, 45 MINUTES, 05 SECONDS EAST, FOR AN ARC DISTANCE OF 125.25



destrikt i skriver folg kontroller i der den verskriver i som entroller ett ble entroller i skriver blev kontr Det ett for en statt kontroller i skriver i det en skriver i det bleverge bretter, blever ett greekt for

THE RESIDENCE OF THE PROPERTY OF THE PROPERTY

THE MESSAGE

त्राहरू । त्राहरू को विश्व कार्य के त्राहरू है । त्राहरू के त्राहरू के त्राहरू कार्य के त्राहरू के त्राहरू है अन्य के त्राहरू के त्र

The some action from Applicant, and experience 900、智慧(2000年) [2][2] in an ancie i meastair il piece present in concentration of 2011 FT 11 F THE STATE OF THE S Contonal Research and Constitution (1981), etc., grand gran gikula nasa ngrasias ad COLUMN TO VICE FOR SERVICE PERMITTED TRANSPORTED BY TRANSPORTED er versent for the entry of the an and the section of the court TVE TELLER STEERS OF A METER GALLERS OF THE STEER STEERS OF THE STEERS O

A so sor work for Bert-pale rest wat 6 Soot our extens

Anticky and the forest production and production of the second of the second of the second of the second of the

FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG THE EASTERLY LINE OF WINDERMERE ROAD, NORTH 67 DEGREES, 37 MINUTES, 47 SECONDS EAST, 272.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 169.50 FEET AND SUBTENDING A CHORD OF LENGTH 45.63 FEET AND BEARING NORTH 59 DEGREES, 53 MINUTES, 37 SECONDS EAST, FOR AN ARC DISTANCE OF 45.77 FEET TO A POINT OF REVERSE CURYATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND SUBTENDING A CHORD OF LENGTH 27.50 FEET AND BEARING P7 DEGREES, 51 MINUTES, 27 SECONDS EAST, FOR AN ARC DISTANCE OF SOUTH 27.92 PELT TO A POINT OF TANGENCY; THENCE SOUTH 47 DEGREES, 52 MINUTES, 11 SECONDS EAST, 5.00 FEET; THENCE NORTH 42 DEGREES, 07 MINUTES, 47 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 26.00 FEET: THE NORTH 47 DEGREES, 52 MINUTES, 18 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 5.00 FEET TO A POINT OF TANGENCY; THENC: ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND SUBTENDING A CHORD OF LENGTH 25.70 FEET AND BEARING NORTH 07 DEGREES, 53 MINUTES, 17 SECONDS WEST, FOR AN ARC DISTANCE OF 27.92 FEET TO A NON-TANCENT POINT; THENGE NORTH 57 DEGREES, 54
MINUTES, 01 SECONDS WE'T, 39.00 FEET TO A NON-TANGENT POINT; THENGE
ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.50 FEET
AND SUBTENDING A CHORD OR LENGTH 79.64 FEET AND BEARING SOUTH 49 DEGREES, 51 MINUTES, 53 SECONDS WEST FOR AN ARC DISTANCE OF 80.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH 67 DEGREES, 37 MINUTES, 47 SECONDS WEST, 172.19 FEET TO A COUNTR OF LAND CONVEYED TO THE HIGHLAKE CONDOMINIUM (THE LAST ELEVEN COURSES HAVING BEEN ALONG THE PERIMETER OF THE PREVIOUSLY MENTIONED WINDERMEKE KOAD. ALL REMAINING COURSES FOLLOW THE LINES OF LAND CONVEYED TO THE HIGHLAKE CONDOMINIUMS); THENCE NORTH 22 DEGREES, 22 MINUTES, 13 SECONDS WEST, 100.40 FEET; THENCE NORTH 67 DEGREES, 37 MINUTES, 47 SECONDS EAST, 150.00 FEET; THENCE NORTH 22 DEGREES, 40 MINUTES, 10 SECONDS EAST, 157.10 FEET; THENCE NORTH 14 DEGREES, 27 MINUTES, 51 SECONDS EAST, 183 CU FEET; THENCE NORTH 11 DEGREES, 02 MINUTES, 30 SECONDS EAST, 240.00 FEET; THENCE SOUTH 85 DEGREES, 03 MINUTES, 10 SECONDS WEST, 413.55 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

8747260

PAGE 7 % 8

TO YOUR SAME BOTH OF A STR Ograeja zradobah za kaz Graeja a jangan serias TA PERSON MARK MARKETON CONTROL OF STATE OF CONTROL OF CO A PARTY OF HEALTH HER TE THE OUTPART THE STATE OF THE POTENTIAL SHKAYON C CASTA TO THE PERMITED WAS TO A TRACE 110. TAN THE T an and Andreas Browning Lagrange and of 20.00 fift and aviltenmen south by georges, as albert it by seef to a prake of the Himself in Archibe Party, S. .. Lasgrand and Section 1992.

The policy of the section of the secti .ជនទានស្គាស់ uthorus, 42 gwowo kast at se 26.00 febratuske kopen er o real fur or 22 logs miny TANGENCY: THENCIPATIONS THE END OF ICO OF EVET AND AUGUSTICOANS NOTE: OF INGREES, DAINEY EN CO OF THE TO A WIS TANGENCY OF en en "väsu sebora (v) landelli. Po en jugare an en en sebora gran oa bar ya ละบรถ ให้สะ ลงต์ ใช้สาด ดินัยสงท TO THE CONTROL OF THE wasturgelijkend dathaanin aa miner industry court years and 自然的基準性認識 自由性 多层 T. OTHERSEN, S. MINDER, AD FOLLE BOUNDED BY A STATE OF THE STATE OF TH 13341 我们就在Sett dates 情報的 25 mm これをしたすべ の理解の 28 mm になる 2 mm である。 fichten existes eilere.

The state of the s

### UNOFFICIAL CORY •

(FRED FARM EAST)

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 1, AND THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF LOT 108 IN FREDRICKSBURG FARM UNIT NO. 2 AS RECORDED JANUARY 10, 1984 AS DOCUMENT R84-03610; THENCE SOUTH 13 DEGREES 14 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 108, 89.13 FEET TO A
SOUTHEASTERLY CORNER OF LOT 108 (SAID POINT BEING ALSO AN ANGLE
POINT IN THE WEST LINE OF COUNTY FARM ROAD AS DEDICATED PER DOCUMENT R64-39382); THENCE NORTH 76 DEGREES 59 MINUTES 20 SECONDS EAST, 100.00 FEET TO AN ANGLE POINT IN THE EAST LINE OF COUNTY FARM ROAD; FOR A POINT OF BEGINNING; THENCE NORTH 13 DEGREES 14 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF COUNTY I'ARM ROAD. 1825.76 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PLOPERTY CONVEYED TO THE AURORA, ELGIN AND CHICAGO RAILWAY COMPANY BY DEED RECORDED AUGUST 16, 1901 AS DOCUMENT 74583 (PRESENTLY KNOWN AS THE DUPAGE COUNTY PARKWAY); THENCE SOUTH 54 DECEPTS 18 MINUTES 59 SECONDS EAST ALONG THE AFOREMENTIONED SOUTHWESTERLY LINE OF AURORA, ELGIN AND CHICAGO RAILWAY COMPANY, 2508.40 FEET TO A POINT ON THE WEST LINE OF LANDS FORMERLY CWIFD BY ARMBRUST; THEN SOUTH 1 DEGREE 21 MINUTES 02 SECONDS WEST ALONG THE AFOREMENTIONED WEST LINE OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, (330.15 FEET DEED) 330.09 FEET MEASURED; THENCE NORTH 89 DEGREES 49 MINUTES 23 SECONDS WEST ALONG THE MORTH LINE OF THE LANDS OF PUBLIC SECONDS WEST ALONG THE NOTTH LINE OF THE LANDS OF POBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, 1608.72 FEET TO A POINT ON THE EAST LINE OF COUNTY FARM ROAD AS DEDICATED BY DOCUMENT R64-39382; THENCE NORTH 12 DEGREES 46 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF COUNTY FARM ROAD, 11.32 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS 

PIN# 04-01-400-001: 04-12-202-004 04-12-202-005

04-12-202-006

FAGE 8

[WINFIELD]

[1505E] WEY 8/20/87

(TELEBLINGAR GREEK)

s united apply the salarourner to be a predictivitie with an income the co 135 L.A. OR SECTUON 13, TOWNSHIP 19 BOOKS PLANTE OF CAS MARKE FREE OF THE OR rational de la compania de la compa La compania de la compania della compania del

Kunderschung af der ber baren taken turener an dat ban ban da du indreterkungen. Taknasentik de da an merodora teraket be, band an boggment POSCIÉTE ET PERMENT AL ERVES CO EL PITOS FORMED L'ALTECATES Conformation of Reds to A ESPAN A THE COURT WILLIAM SEE CLEANING AVE Adrian Angelad den ek **ewow**a winterlasety (1995) Slag genomen in termome<mark>e a</mark> allemen ee enpere . 394C JA 1974S SCHOOTS ANTO A BONDA - CANADA BODO A BONDA - CANADA BODO ANTO ANTON 一、多數學是中國傳播的學科學。有此時,這個問題的學科學的 ord order de Bues of Suest of Antendro of the College Order of the order of the College of College of College sem sunte la rea<mark>de extendi</mark>ca qui cum un ré PELM, BUSNING TOURS OF THE STATE 7. O. J. ามเกาะ เอย และ **ช่นนี้จะ**ตัว **สำรั**งน้อง STORER CONTRACTOR TO THE STREET E A SHOW MAY SHOW TO THE COURT 第二章。特別**第5位**一集長。開始直接緊閉之一。17日至3年5日。2 ASSESSED TO SEE C STARGONES SONT TRESPENDING FOR . Programme de la composition del composition de la composition de हैं। इस कार्य भेटन 33.13

[GURIMELY]

DECEMBER! SECT BESTORES