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ASSIGNMENT OF RENTS AND LEASES

\$ 31.00

5000

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 Leases, 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's interest in any tenant improvements and fixtures located on the Premises.

THIS ASSIGNMENT OF RENTS AND LEASES IS GIVEN TO SECURE:

(a) Payment by Assignor when due of (i) the indebtedness evidenced by that certain mortgage note of even date herewith (the "Note") made by the Assignor, 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 rights 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

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71-30-493 DI

31.00



ASSIGNMENT OF RIGHTS AND LIABILITIES
THIS ASSIGNMENT OF RIGHTS AND LIABILITIES IS MADE AND DELIVERED
as of this 20th day of August, 1981 by W.C.M.T., INC. an
Illinois corporation ("Assignor"), to FRANK FEDERAL SAVINGS
AND LOAN ASSOCIATION, a corporation organized under the laws of
the United States of America ("Assignee").

W I T N E S S E T H

Assignor, for good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged, hereby assigns,
transfers, sells over and assigns to Assignee, all of the right,
title and interest of Assignor in and to all of the notes,
leases and profits of and from the business conducted in the
in and to all leases and mortgages (the "Business") which
heretofore existing on all or any part of the premises which
are included in Exhibit A as attached to this instrument. The
particular lease or mortgage of the premises (the "Premises")
described in this Exhibit A is assigned to Assignee on all
rights and claims for lease and mortgage and all other
details under the lease, including right to possession
with respect to leased premises pursuant to Article 10 of
the Federal Bankruptcy Code or any replacement Section thereof;
and (iv) all of Assignor's interest in any tenant improvements
and fixtures located on the Premises.

THIS ASSIGNMENT OF RIGHTS AND LIABILITIES IS GIVEN TO RETURN:

(a) Payment by Assignor when due of (i) the indebtedness
herein evidenced by that certain mortgage deed of trust
bearing the "Note" as by the Assignor in the original
sum of \$2,525,575 and interest thereon assigned thereto
with the exception of the balance of this indebtedness and any
and all amounts owing or to be paid or due to Assignor
any other obligations, including any mortgages which
may be due and owing from the Assignor to Assignee, or by
any co-mortgagor or guarantor of the Note, whether such
obligations, liabilities or indebtedness are the existing
or heretofore created, direct or indirect, absolute or
contingent, joint or several, due or to become due,
howsoever created, evidenced or arising and whatsoever
amounts by Assignor, and any and all amounts, expenses
or advances thereon; and (iii) all costs and expenses
paid or incurred by Assignor in entering the premises
number, including without limitation, court costs and
attorney's fees.

(b) Observances and performance by Assignor of the
covenants, terms, conditions and warranties contained in
the Note, this Assignment, the mortgage (the "Mortgage") or
even date herewith made by the Assignor to Assignee, the
creating a first mortgage lien on the Premises, the
Guaranteed 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 also recorded, return to:
Marilyn Jacobs
Greenbrier, Kansas City, MO 64119
180 N. Basille Street, Suite 2300
Chicago, Illinois 60601
Remainder of this page
Tax Index Number
Serial Number
See Schedule 1
Attached hereto

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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;

(b) Assignor is the lessor under the Existing Leases and is or will be the lessor under all Leases, in each case either directly or as successor in interest to the named lessor thereunder;

(c) Assignor 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 receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not heretofore 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 the 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;

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...document of instrument evidencing or securing the
Note or delivered to those parties to be assigned and
process thereof. The assignor hereby certifies that the
assignment, this assignment and all other documents and
instrument evidencing or securing the note and delivered
to those parties to be assigned and the process thereof are
hereinafter collectively referred to as the "Documents".

AND ASSIGNOR HEREBY GOVERNMENT, AGENCIES, INSTITUTIONS 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, is
correctly and legally binding and Assignor is
authorizable in accordance with its terms and provisions;

(b) Assignor is the lessor under the lease and
and is or will be the lessor under all leases in each case
either directly or as successor in interest, as named
lease hereunder;

(c) Assignor has not reserved any right, title
assignment of interests in any part of the interest in and
to any or all of the leases, or any or all of the rents,
issues, income or profits payable or to be paid, or
from any agreement to assign any of the rents, issues,
income or profits payable hereunder;

(d) Assignor has not reserved or excluded any
instrument or performance in any way or in any event
Assignor from operating under any of the terms and
provisions hereof or of any lease assigned in such
operation; and

(e) no tenant is in default under any lease.

2. Government 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 the
covenants, terms, conditions and agreements contained in
the leases to be assigned or performed by the lessor,
tenant, 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 hereunder, or (ii) permit any
tenant hereunder to withhold the payment of rent or to
make monetary advances and other the same against future
rents, or (iii) permit any tenant hereunder to surrender
total or partial eviction, (iv) permit any tenant hereunder
to terminate or cancel any lease, or (v) enter into any
real leases with respect to all or any portion of the
premises;

(c) Assignor shall not collect any of the rents,
issues, income or profits payable hereunder more than
thirty (30) days in advance of the time when the same shall
become due, except for security or similar purposes.

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(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 conveyance 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 written 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 liabilities 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 guarantor thereunder;

(l) 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

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(b) 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, or any or all other benefits or advantages which may be derived from the leasehold estate, without the prior written consent of Assignee.

(c) 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 subleasing under, any lease) or approval, repair 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.

(d) 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 assign or permit a conveyance or transfer, of the premises described in any lease or of any interest in any lease as a tenant, directly or indirectly, proximately or remotely, a merger of the leases and rights of, or a termination, or a limitation of the obligations of, any tenant thereunder, other than any lease in which the tenant thereunder is in default.

(e) 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 allow to be done anything which would terminate any such guaranty, as a matter of law, without the prior written consent of Assignee.

(f) Assignor shall not waive or excuse the obligation to pay rent under any lease.

(g) Assignor shall enforce the leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant.

(h) 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 liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and attorney's fees, in any such action or proceeding in which Assignee may appear.

(i) 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 guarantor thereunder.

(j) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each lease to be assigned and performed by the tenant(s) thereunder.

(k) Assignor shall not permit any of the leases to become subordinated to any lien or claim other than liens securing the indebtedness secured hereby or arising for general real estate taxes not delinquent.

(l) Assignor shall not exercise hereafter any power 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

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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;

(o) 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 affidavit 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 Lease 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 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 or 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,

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assigned as mortgagee, mortgagee in possession or successor in title to the lender for assignment for any security deposit required by lender under this Agreement and assignee have jointly been received in cash by Assignor as security for lender's performance under this Agreement, without the prior written consent of Assignor.

(f) 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 successors of the premises, or any part thereof;

(g) Assignor shall execute within five (5) days of any written demand made by Assignee any right to request from the tenant under any lease a certificate of non-liability with respect to the amount of said lease;

(h) In the event that any tenant under any lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, an amendment to time to time of any other federal, state, or local statute which provides for the possible termination or rejection of the lease assigned hereby, Assignor shall, in the event of such a proceeding, be deemed to have assigned the lease without the prior written consent of Assignee, and any check or payment of amount for termination of or rejection of any such lease will be made payable to Assignor and Assignee. Any such payment received by Assignor shall be deemed to have been received by Assignee and Assignor shall be deemed to have assigned to Assignee all such lease. The proceeds of which will be applied in accordance with the provisions of paragraph 5 below.

5. Rights Prior to Default. As long as Assignor is not in default hereunder, Assignor shall not be deemed to have assigned under the lease or any other period listed hereunder, any of the rents, issues, income and profits assigned hereunder, and Assignor shall have the right to collect the same, 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 the same and enjoy the same. Assignor shall have the right to assign the lease under the lease of the existence of this Assignment of any kind.

6. Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" for the purpose of this Assignment:

(a) Failure by the Trust or beneficiary to pay or 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 of this Assignment;

(b) The occurrence of any other "Event of Default" as defined in the Loan Agreement;

7. Rights and Remedies Upon Default. As set forth above and following the occurrence of an Event of Default hereunder, Assignor may, at its option, exercise any one or more of the following rights and remedies without any obligation to assign, without in any way waiving such year of default, either further notice of default on Assignor, without regard to the adequacy of the security for the obligations evidenced hereby,

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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, demand, sue for, settle, compromise, collect, and give acquittances 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 thereunder, 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 default 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 or 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 profits, and upon request will execute written notices to the tenants 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 with 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

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without releasing Assignor or any guarantor or co-obligor of the Note from any obligation hereunder, and with or without assigning any action or proceeding to enforce the obligations of any other lien granted by the loan documents.

(a) Before the actual issuance of the Note, Assignor will, at the expense of the Note, immediately and irrevocably:

(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 Assignor may deem necessary or proper, with full power to make from time to time all alterations, demolitions, repairs or improvements thereof as may seem proper to Assignor, to make, alter, modify and accept the surrender of leases, and to do any other act which Assignor deems necessary in order:

(c) Either with or without taking possession of the Premises, demand, sue for, collect, compromise, collect, and give assignments for all debts, issues, demands and proceeds of and from the Premises and leases all rights for enforcement of the lease and all the leasehold interests therein and thereunder, provided that, for such purposes, this Assignment shall constitute a hypothecation and a lien in favor of the lender under the lease to pay all rents and other amounts payable under the lease to the lender, without proof of default hereunder, upon receipt from Assignor of written notice of arrears for all such rents and other amounts to be paid to the lender with any notice or demand by Assignor for payment or performance of any of the covenants, terms, conditions and agreements contained in the lease to be observed or performed by the tenant hereunder, and property, and property, and Assignor's obligation of insurance in all respects with Assignor's obligation of such terms, issues, demands, proceeds and other amounts will execute with respect to the lease under the lease to the lender pay all such rents and other amounts to Assignor, and

(d) Make any payment or to pay for repairs, maintenance, or other expenses and to such extent as Assignor may deem necessary, and any amount so paid by Assignor shall become immediately due and payable by Assignor to the lender, and Assignor shall pay as an account of the "Default Rate" equal to four percent (4%) plus the base rate (as defined in the Note) then in effect under the Note and shall be secured by this Assignment.

5. Application of Proceeds. All sums collected and received by Assignor out of the lease, issues, income and profits of the Premises followed 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 Assignor for any of all expenses (including court costs and attorney fees) in fixing and retaining possession of the Premises and the Premises and collecting the rents therefrom, and for the costs of operation, including a lease, insurance, taxes, and wages of a manager and other employees as Assignor may deem necessary and proper, less taxes and retaining the Premises, including without limitation, water, sewer, charges, claims, assessments, water rental, power

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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 indebtedness under any of the Loan Documents, with interest thereon as provided therein;

(e) Fifth, 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, legatees, administrators, legal representatives successors and assigns.

7. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises following the occurrence of an Event of Default under the provisions hereof or from any other act or omission of Assignee in managing, 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 discharge 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

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 construed 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 the 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. Further Assurances. 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.

11. Severability. The invalidity or unenforceability 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

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the management, upkeep, repair or control of the premises...
resulting in loss or injury to any tenant, occupant,
licensee, employee or stranger. Nothing herein shall constitute
mortgage contained, and no exercise by Assignee of any of the
rights herein or in the Mortgage shall constitute a
assignment or a "mortgage" as
containing of the premises, in the absence of the terms of
actual possession of the premises by Assignee pursuant to the
provisions hereof. Assignee has not received notice
transfer 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.

9. 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 lease,
the quantity thereof or any of the terms hereof, or
Assignment is made and accepted without prejudice to the
rights and remedies of Assignee under the lease and no
of such instruments; and Assignee may exercise all its rights
and remedies under the lease 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 the performance of the obligations secured
hereby, may release any party primarily or secondarily liable
thereon, 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 remedies hereunder.

10. Further Assignments. Assignee shall execute or cause
to be executed such additional assignments (including but not
limited to general or special assignments of rents, interest in
Assignee's business) and shall do all things to perform such
assignments as Assignee may reasonably require, in order to
enable Assignee to perfect, protect, preserve and transmit the
assignment made to Assignee by this Assignment.

11. Security Deposit. Assignee hereby acknowledges that
Assignee has not received and does not intend to receive 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.

12. Responsibility. The responsibility of transmission of
any portion of the proceeds of this Assignment shall not be
the other provisions, and this Assignment shall be deemed to
all respects as if such portion of the proceeds had
not been contained herein.

13. Benefit. This Assignment is being made Assignee,
the successors and permitted assigns, and the limited 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.

14. Written Notifications. This Assignment shall not be
assigned, modified or supplemented without the written agreement
of Assignee and Assignee at the time of such assignment,
modification or supplement.

15. Duration. This Assignment shall become null and void
at such time as Assignee shall have paid the principal sum of
the Note, together with all interest thereon, and shall have

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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.

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

ASSIGNOR:

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

By: *Thomas R. Carter*

President

Attest: *Thomas D. Elliott*

Secretary

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 AUG 27 PM 1:56

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to be paid and performed by the other obligors secured hereby and by the loan documents.

18. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

19. Notices. All notices and demands which are required or permitted to give or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Mortgage.

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

Assignor:

P.O.E.T., INC., an Illinois corporation

By: _____
President
Attest: _____
Secretary

0000000000

02:11:19 15 008 100

0000000000

UNOFFICIAL COPY

7-17-2609

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY T VAN DER HAEGHEN, a Notary Public in and for 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 custodian 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 forth.

GIVEN under my hand and notarial seal, this 21st day of August, 1987.

Mary T Van Der Haeghen
NOTARY PUBLIC
(SEAL)

My commission expires: 10-31-89

PROPERTY OF COOK COUNTY CLERK'S OFFICE

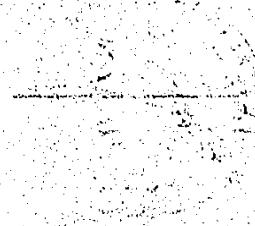
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STATE OF ILLINOIS)
)
) COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State of Illinois, do hereby certify that _____, the President of P.C.E.T., Inc. (P.C.E.T.), and _____, the Secretary of P.C.E.T., Inc. (P.C.E.T.), were and personally know 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 in the free and voluntary act of P.C.E.T., Inc. for the use and purpose therein set forth, and the said Secretary then and there acknowledged that she, as _____, did affix the seal of P.C.E.T., Inc. to said instrument as her own free and voluntary act and as that of P.C.E.T., Inc. for the use and purpose therein set forth.

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



NOTARY PUBLIC
(SEAL)

My commission expires: _____

81133003

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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.

PIN #: 07-35-~~201~~-001 thru 008
07-35-~~207~~-051
07-35-~~210~~-001 thru 004
07-35-~~225~~-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
812 Cutter Lane, Elk Grove, Illinois
808 Cutter Lane, Elk Grove, Illinois
804 Cutter Lane, Elk Grove, Illinois
852 Galleon Lane, Elk Grove, Illinois

[Windemere]

[1513E]
WEY 8/19/87

PAGE 1 of 8

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ALSO SEE

THESE ARE THE ORIGINALS OF THE RECORDS OF THE COURT OF COMMON PLEAS IN THE COUNTY OF COOK, ILLINOIS, FOR THE YEAR 1880, AS KEPT IN THE OFFICE OF THE CLERK OF SAID COURT, AND ARE HEREBY FILED FOR THE RECORDS OF THE ARCHIVES OF THE STATE OF ILLINOIS.

1880
1880

ALSO SEE THE RECORDS OF THE COURT OF COMMON PLEAS IN THE COUNTY OF COOK, ILLINOIS, FOR THE YEAR 1880, AS KEPT IN THE OFFICE OF THE CLERK OF SAID COURT, AND ARE HEREBY FILED FOR THE RECORDS OF THE ARCHIVES OF THE STATE OF ILLINOIS.

Property of Cook County Clerk's Office

1880

1880

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(Windemere)

LOTS 30 THRU 45, INCLUSIVE, 63 THRU 68, INCLUSIVE, 70, 73, 74, 126, 128, 129, 131 THRU 171, INCLUSIVE, IN SHARES 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.

PIN #1 07-35-201-029 thru 044
07-35-207-008 thru 013
07-35-207-015, 018 and
07-35-206-001 thru 004
07-35-206-006 thru 046

COMMON ADDRESS: 684 Cutter Lane, Elk Grove, Illinois
670 Cutter Lane, Elk Grove, Illinois
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
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
640 Cutter Lane, Elk Grove, Illinois
638 Cutter Lane, Elk Grove, Illinois
636 Cutter Lane, Elk Grove, Illinois
633 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, Elk 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, Illinois
646 Schooner Lane, Elk Grove, Illinois
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
617 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

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(mirrored)

DEPARTMENT OF REVENUE
 DIVISION OF TAXATION
 STATE OF MISSISSIPPI
 JACKSON, MISSISSIPPI

Parcel ID	Owner Name	Address	County	Value
12-01-001	JIM GROVE	...	...	...
12-01-002	JIM GROVE	...	...	...
12-01-003	JIM GROVE	...	...	...
12-01-004	JIM GROVE	...	...	...
12-01-005	JIM GROVE	...	...	...
12-01-006	JIM GROVE	...	...	...
12-01-007	JIM GROVE	...	...	...
12-01-008	JIM GROVE	...	...	...
12-01-009	JIM GROVE	...	...	...
12-01-010	JIM GROVE	...	...	...
12-01-011	JIM GROVE	...	...	...
12-01-012	JIM GROVE	...	...	...
12-01-013	JIM GROVE	...	...	...
12-01-014	JIM GROVE	...	...	...
12-01-015	JIM GROVE	...	...	...
12-01-016	JIM GROVE	...	...	...
12-01-017	JIM GROVE	...	...	...
12-01-018	JIM GROVE	...	...	...
12-01-019	JIM GROVE	...	...	...
12-01-020	JIM GROVE	...	...	...
12-01-021	JIM GROVE	...	...	...
12-01-022	JIM GROVE	...	...	...
12-01-023	JIM GROVE	...	...	...
12-01-024	JIM GROVE	...	...	...
12-01-025	JIM GROVE	...	...	...
12-01-026	JIM GROVE	...	...	...
12-01-027	JIM GROVE	...	...	...
12-01-028	JIM GROVE	...	...	...
12-01-029	JIM GROVE	...	...	...
12-01-030	JIM GROVE	...	...	...
12-01-031	JIM GROVE	...	...	...
12-01-032	JIM GROVE	...	...	...
12-01-033	JIM GROVE	...	...	...
12-01-034	JIM GROVE	...	...	...
12-01-035	JIM GROVE	...	...	...
12-01-036	JIM GROVE	...	...	...
12-01-037	JIM GROVE	...	...	...
12-01-038	JIM GROVE	...	...	...
12-01-039	JIM GROVE	...	...	...
12-01-040	JIM GROVE	...	...	...
12-01-041	JIM GROVE	...	...	...
12-01-042	JIM GROVE	...	...	...
12-01-043	JIM GROVE	...	...	...
12-01-044	JIM GROVE	...	...	...
12-01-045	JIM GROVE	...	...	...
12-01-046	JIM GROVE	...	...	...
12-01-047	JIM GROVE	...	...	...
12-01-048	JIM GROVE	...	...	...
12-01-049	JIM GROVE	...	...	...
12-01-050	JIM GROVE	...	...	...
12-01-051	JIM GROVE
12-01-052	JIM GROVE
12-01-053	JIM GROVE
12-01-054	JIM GROVE
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12-01-056	JIM GROVE
12-01-057	JIM GROVE
12-01-058	JIM GROVE
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12-01-061	JIM GROVE
12-01-062	JIM GROVE
12-01-063	JIM GROVE
12-01-064	JIM GROVE
12-01-065	JIM GROVE
12-01-066	JIM GROVE	...	...	...
12-01-067	JIM GROVE	...	...	...
12-01-068	JIM GROVE	...	...	...
12-01-069	JIM GROVE	...	...	...
12-01-070	JIM GROVE	...	...	...
12-01-071	JIM GROVE	...	...	...
12-01-072	JIM GROVE	...	...	...
12-01-073	JIM GROVE	...	...	...
12-01-074	JIM GROVE	...	...	...
12-01-075	JIM GROVE	...	...	...
12-01-076	JIM GROVE	...	...	...
12-01-077	JIM GROVE	...	...	...
12-01-078	JIM GROVE	...	...	...
12-01-079	JIM GROVE	...	...	...
12-01-080	JIM GROVE	...	...	...
12-01-081	JIM GROVE	...	...	...
12-01-082	JIM GROVE	...	...	...
12-01-083	JIM GROVE	...	...	...
12-01-084	JIM GROVE	...	...	...
12-01-085	JIM GROVE	...	...	...
12-01-086	JIM GROVE	...	...	...
12-01-087	JIM GROVE	...	...	...
12-01-088	JIM GROVE	...	...	...
12-01-089	JIM GROVE	...	...	...
12-01-090	JIM GROVE	...	...	...
12-01-091	JIM GROVE	...	...	...
12-01-092	JIM GROVE	...	...	...
12-01-093	JIM GROVE	...	...	...
12-01-094	JIM GROVE	...	...	...
12-01-095	JIM GROVE	...	...	...
12-01-096	JIM GROVE	...	...	...
12-01-097	JIM GROVE	...	...	...
12-01-098	JIM GROVE	...	...	...
12-01-099	JIM GROVE
12-01-100	JIM GROVE

Property of County Clerk's Office

11/18/2003

2003

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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
709 Cutter Lane, Elk Grove, Illinois

Property of Cook County Clerk's Office

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Page 3 of 8

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COOK COUNTY CLERK'S OFFICE

238	COOK	WILLIAM	2000	1988
239	COOK	WILLIAM	2000	1989
240	COOK	WILLIAM	2000	1990
241	COOK	WILLIAM	2000	1991
242	COOK	WILLIAM	2000	1992
243	COOK	WILLIAM	2000	1993
244	COOK	WILLIAM	2000	1994
245	COOK	WILLIAM	2000	1995
246	COOK	WILLIAM	2000	1996
247	COOK	WILLIAM	2000	1997
248	COOK	WILLIAM	2000	1998
249	COOK	WILLIAM	2000	1999
250	COOK	WILLIAM	2000	2000
251	COOK	WILLIAM	2000	2001
252	COOK	WILLIAM	2000	2002
253	COOK	WILLIAM	2000	2003
254	COOK	WILLIAM	2000	2004
255	COOK	WILLIAM	2000	2005
256	COOK	WILLIAM	2000	2006
257	COOK	WILLIAM	2000	2007
258	COOK	WILLIAM	2000	2008
259	COOK	WILLIAM	2000	2009
260	COOK	WILLIAM	2000	2010

Property of Cook County Clerk's Office

2010

Handwritten signature

COOK COUNTY CLERK'S OFFICE

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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~~

~~COMMON ADDRESS: 716 Bayberry Drive, 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 THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1979 AS DOCUMENT 24873605, IN COOK COUNTY, ILLINOIS

PIN #: 06-34-305-001

COMMON ADDRESS: 771 Bayberry Drive, Bartlett, Illinois

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UNOFFICIAL COPY

PROPERTY OF THE CLERK OF COOK COUNTY

(Will be removed)

NOT BE THE PROPERTY OF THE CLERK OF COOK COUNTY...
SECTION 12, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...
SECTION 10, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...
SECTION 11, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...
SECTION 12, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...

111-111-111-111

PROPERTY OF THE CLERK OF COOK COUNTY

(Will be removed)

SECTION 12, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...
SECTION 10, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...
SECTION 11, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...
SECTION 12, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...

111-111-111-111

COMMON ADDRESS: 221 W. 111th Street, Chicago, Illinois
221 W. 111th Street, Chicago, Illinois
221 W. 111th Street, Chicago, Illinois
221 W. 111th Street, Chicago, Illinois
221 W. 111th Street, Chicago, Illinois

(Will be removed)

SECTION 12, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...
SECTION 10, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...
SECTION 11, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...
SECTION 12, TOWNSHIP 33 NORTH, RANGE 11 EAST, 3RD EDITION...

111-111-111-111

COMMON ADDRESS: 221 W. 111th Street, Chicago, Illinois

111-111-111-111

4 of 4
PAGE

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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

Common 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 Oak Avenue, Bartlett, Illinois
321 Oak Avenue, Bartlett, Illinois
311 Oak Avenue, Bartlett, Illinois

[Williamsburg]

PAGE 5 of 8

[1512E]
WEY 8/19/87

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UNOFFICIAL COPY

UNOFFICIAL COPY OF THE RECORDS OF THE CLERK OF COOK COUNTY

THE RECORDS OF THE CLERK OF COOK COUNTY ARE KEPT IN THE OFFICE OF THE CLERK OF COOK COUNTY, 111 WEST MADISON STREET, CHICAGO, ILLINOIS. THE RECORDS ARE KEPT IN THE OFFICE OF THE CLERK OF COOK COUNTY, 111 WEST MADISON STREET, CHICAGO, ILLINOIS. THE RECORDS ARE KEPT IN THE OFFICE OF THE CLERK OF COOK COUNTY, 111 WEST MADISON STREET, CHICAGO, ILLINOIS.

RECORDS OF THE CLERK OF COOK COUNTY, 111 WEST MADISON STREET, CHICAGO, ILLINOIS.

RECORDS OF THE CLERK OF COOK COUNTY, 111 WEST MADISON STREET, CHICAGO, ILLINOIS.

RECORDS OF THE CLERK OF COOK COUNTY, 111 WEST MADISON STREET, CHICAGO, ILLINOIS.

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RECORDS

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RECORDS OF THE CLERK OF COOK COUNTY, 111 WEST MADISON STREET, CHICAGO, ILLINOIS.

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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 DEGREES, 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 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 1637.52 FEET TO THE CORNER OF PROPERTY CONVEYED TO THE HIGHLAKE CONDOMINIUM PER DOCUMENT NO. R84-94381 RECORDED NOVEMBER 21, 1984, FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 24 DEGREES, 32 MINUTES, 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 202.00 FEET TO THE NORTH EAST CORNER OF PROPERTY CONVEYED TO THE COUNTY BOARD OF SCHOOL TRUSTEES BY DOCUMENT R72-11748; THENCE NORTH 47 DEGREES, 15 MINUTES, 24 SECONDS EAST, 94.74 FEET (RECORD 94.9 FEET) TO THE SOUTH WEST CORNER OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY BY DOCUMENT R66-48512; THENCE NORTH 89 DEGREES 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 NORTH LINE OF SAID SOUTH WEST 1/4 WITH THE CENTER OF SAID RIVER, SOUTHWESTERLY TO THE CENTER OF THE BRIDGE OVER SAID RIVER); THENCE SOUTH 16 DEGREES, 37 MINUTES, 38 SECONDS WEST ALONG SAID RELOCATED CENTERLINE, 1326.07 FEET TO A CORNER OF PROPERTY CONVEYED TO THE HIGHLAKE CONDOMINIUM (THE NEXT THREE COURSES FOLLOW THE EXTERIOR LINES OF SAID HIGHLAKE CONDOMINIUM); THENCE NORTH 73 DEGREES, 22 MINUTES, 22 SECONDS WEST, 255.34 FEET THENCE NORTH 16 DEGREES, 37 MINUTES, 38 SECONDS EAST, 63.59 FEET; 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 PER 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

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE STATE OF ILLINOIS, COUNTY OF COOK, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE STATE OF ILLINOIS, COUNTY OF COOK, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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FET 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 CURVATURE; 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 SOUTH 87 DEGREES, 51 MINUTES, 27 SECONDS EAST, FOR AN ARC DISTANCE OF 27.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47 DEGREES, 52 MINUTES, 18 SECONDS EAST, 5.00 FEET; THENCE NORTH 42 DEGREES, 07 MINUTES, 42 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 26.00 FEET; THENCE NORTH 47 DEGREES, 52 MINUTES, 18 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 5.00 FEET TO A POINT OF TANGENCY; THENCE 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-TANGENT POINT; THENCE NORTH 57 DEGREES, 54 MINUTES, 01 SECONDS WEST, 39.00 FEET TO A NON-TANGENT POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.50 FEET AND SUBTENDING A CHORD OF 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 CORNER OF LAND CONVEYED TO THE HIGHLAKE CONDOMINIUM (THE LAST ELEVEN COURSES HAVING BEEN ALONG THE PERIMETER OF THE PREVIOUSLY MENTIONED WINDERMERE ROAD. ALL REMAINING COURSES FOLLOW THE LINES OF LAND CONVEYED TO THE HIGHLAKE CONDOMINIUMS); THENCE NORTH 22 DEGREES, 22 MINUTES, 19 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, 183.00 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.

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(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 FARM ROAD, 1825.76 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PROPERTY 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 DEGREES 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 OWNED 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 NORTH LINE OF THE LANDS OF PUBLIC 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

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