

UNOFFICIAL COPY

87481345

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1273n
8-25-87

1987 SEP -1 PH 1:44

87481345

(4)

ASSIGNMENT OF RENTS AND LEASES

from

\$29.00

LASALLE NATIONAL BANK,
a national banking association,
as Trustee under a Trust Agreement dated
September 1, 1976, and known as Trust No. 51349,
as Trustee under a Trust Agreement dated
August 1, 1968, and known as Trust No. 38366,
and as Trustee under a Trust Agreement dated
April 26, 1973, and known as Trust No. 45817,
and not personally

and

LAKE COUNTY TRUST COMPANY,
an Indiana corporation,
as Trustee under a Trust Agreement dated
December 3, 1971, and known as Trust No. 1755,
and not personally

and

148th MCKINLEY BUILDING,
an Illinois limited partnership,
DANSHER INDUSTRIAL VENTURE,
an Illinois limited partnership,
NEWBERRY PROPERTIES, an Illinois joint venture, and
ADLAKE ENTERPRISES,
an Illinois joint venture

to

THE NORTHERN TRUST COMPANY, an
Illinois banking corporation

Dated as of August 1, 1987

87481345

71-25-158, 71-25-159 and
71-25-160

Addresses and Tax Numbers:

See Page 9

This Instrument Prepared by and
to be Returned After Recording to:

Alvin L. Kruse
James A. Schraidt
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

BOX 300 - HV

UNOFFICIAL COPY

ASSIGNMENT OF RENTS AND LEASES

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated September 1, 1976, and known as Trust No. 51349 ("Trust 51349"), as Trustee under a Trust Agreement dated August 1, 1968, and known as Trust No. 38366 ("Trust 38366"), and as Trustee under a Trust Agreement dated April 16, 1973, and known as Trust No. 45817 ("Trust 45817"), and not personally, and LAKE COUNTY TRUST COMPANY, an Indiana corporation, as Trustee under a Trust Agreement dated December 3, 1971, and known as Trust No. 1755 ("Trust 1755"), and not personally (the "Mortgagors"), in order to secure an indebtedness in the total principal sum of Five Million Eight Hundred Thousand and No/100 Dollars (\$5,800,000), executed a Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (the "Premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and of the Mortgage Note of the Mortgagors of even date herewith in the principal amount of \$5,800,000, secured by the Mortgage; and

WHEREAS, 148TH MCKINLEY BUILDING, an Illinois limited partnership, is the sole beneficiary of Trust No. 51349, DANSHER INDUSTRIAL VENTURE, an Illinois limited partnership, is the sole beneficiary of Trust No. 38366, NEWBERRY PROPERTIES, an Illinois joint venture, is the sole beneficiary of Trust No. 45817, and ADLAKE ENTERPRISES, an Illinois joint venture, is the sole beneficiary of Trust No. 1755 (the foregoing beneficiaries being hereinafter referred to as the "Beneficiaries");

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the loan secured by the Mortgage, the Mortgagors and the Beneficiaries do hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, including, but not limited to, the leases described in Exhibit B attached hereto (the "Leases"), and (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to, the Leases. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the Premises.

87481345

UNOFFICIAL COPY

The Mortgagors and the Beneficiaries do hereby further covenant and agree as follows:

Section 1. Mortgagee as Agent. The Mortgagors and the Beneficiaries do hereby jointly and severally irrevocably appoint the Mortgagee to be their agent for the management of the Premises, and do hereby authorize the Mortgagee to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of the Mortgagors and the Beneficiaries as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagors or the Beneficiaries might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

Section 2. Collection of Rents. The Mortgagors and the Beneficiaries do hereby irrevocably authorize the Mortgagee in their own names to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagors or any of the Beneficiaries to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagors, the Beneficiaries and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagors and/or any of the Beneficiaries to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an event of default occurs under the

UNOFFICIAL COPY

Mortgage, the said Mortgage Note or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period.

Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Leases of the Premises. The Mortgagors and the Beneficiaries agree that they will duly perform and observe all of the terms and provisions on the lessor's part to be performed and observed under any and all leases of the Premises, including, but not limited to, the Leases, to the end that no material default on the part of the lessor shall exist thereunder, and that they will not agree or consent to, or suffer or permit, any termination, modification or amendment of the Leases without the prior written consent of the Mortgagee.

Section 8. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 9. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 10. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 11. Construction.

(a) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the

UNOFFICIAL COPY

like shall be made determined or given by the Mortgagee in its sole discretion.

Section 12. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

Section 13. Execution by Mortgagor. This instrument is executed by LaSalle National Bank and Lake County Trust Company, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in each as such trustee, and it is expressly understood and agreed that nothing contained in this instrument shall be construed as creating any monetary liability on LaSalle National Bank or Lake County Trust Company, with respect to the performance of any warranty or covenant, either expressed or implied in this instrument, all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this Assignment or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness.


IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of August 1, 1987.

LASALLE NATIONAL BANK, solely as Trustee as under a Trust Agreement dated September 1, 1976, and known as Trust No. 51349, and not personally

(SEAL)

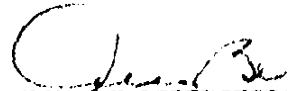
By 
Printed Name: Corinne Bok
Title: Assistant Vice President

ATTEST:



Printed Name: CLIFFORD SCOTT RUDNICK
Title: Assistant Secretary

LASALLE NATIONAL BANK, solely as Trustee as under a Trust Agreement dated August 1, 1968, and known as Trust No. 38366, and not personally

(SEAL)

By 
Printed Name: Corinne Bok
Title: Assistant Vice President

ATTEST:


Printed Name: CLIFFORD SCOTT RUDNICK
Title: Assistant Secretary

87481345

UNOFFICIAL COPY

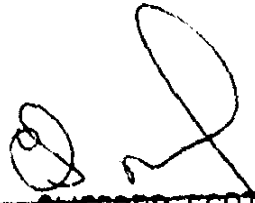
LASALLE NATIONAL BANK, solely as
Trustee as under a Trust Agreement
dated April 16, 1973, and known as
Trust No. 45817, and not personally

(SEAL)

By 

Printed Name: ROBERTA BOE
Title: ASSISTANT VICE PRESIDENT

ATTEST:


Printed Name: CLIFFORD SCOTT RUDNICK
Title: Assistant Secretary

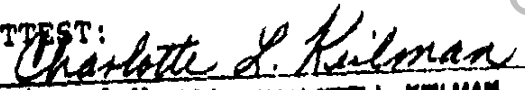
LAKE COUNTY TRUST COMPANY, solely as
Trustee as under a Trust Agreement
dated December 3, 1971, and known as
Trust No. 1755, and not personally

(SEAL)

By 

Printed Name: DONNA LaMERE
Title: Vice President & Trust Officer

ATTEST:


Printed Name: CHARLOTTE L. KILMAN
Title: Assistant Trust Officer

148TH MCKINLEY BUILDING, an Illinois
limited partnership

By 

Printed Name: JOSEPH S. BEALE
Duly Authorized Partner

DANSHER INDUSTRIAL VENTURE, an
Illinois limited partnership

By 

Printed Name: JOSEPH S. BEALE
Duly Authorized Partner

NEWBERRY PROPERTIES, an Illinois joint
venture

By 

Printed Name: JOSEPH S. BEALE
Duly Authorized Partner

UNOFFICIAL COPY

87481345

ADLAKE ENTERPRISES, an Illinois joint
venture

By


Printed Name: JOSEPH S. BEALE
Duly Authorized Partner

Property of Cook County Clerk's Office

87481345

UNOFFICIAL COPY

5 7 4 5 1 5 4 5

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

The foregoing instrument was acknowledged before me this 28th day of August, 1987, by Donna LaMere and Charlotte L. Kellman, Vice Pres. & Trust Officer and Assistant Secretary, respectively, of Lake County Trust Company, Trustee under a Trust Agreement dated December 3, 1971, and known as Trust No. 1755, on behalf of said Trustee.

Star I. Lugar

Printed Name: Star I. Lugar
Notary Public
Resident of Lake County
My Commission Expires: June 25, 1991

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 31st day of August, 1987, by JOSEPH S. BLAKE authorized partner on behalf of 148th McKinley Building, an Illinois limited partnership, Dansher Industrial Venture, an Illinois limited partnership, Newberry Properties, an Illinois joint venture, and Adlake Enterprises, an Illinois joint venture.

Lorna Lacki

Printed Name: LORNA LACKI
Notary Public

Property of Cook County Clerk's Office

87481345

UNOFFICIAL COPY

5 7 4 5 1 3 4 5

Cook County, Illinois

Property A: 14725-14836 South McKinley Street, Posen, Illinois

Permanent Index Number: 28-12-401-055-0000 *m*

Property B: 5325 Ninth Avenue, Countryside, Illinois

Permanent Index Numbers: 18-09-416-020-000 Lot 5
18-09-416-021-000 Lot 6 } HOO
18-09-416-044-000 Lot 4 *m*

Property C: 1514 South Peoria,
1530 South Sangamon, Chicago, Illinois

Permanent Index Numbers: 17-20-228-005-0000 4, 5, 6, 7 Bldg 212 } 1540
17-20-228-006-0000 201, 24 Bldg 27 }
17-20-229-027-0000 Pt. 1, 2, 3 Bldg }
17-20-230-005-0000 4, 5, 6, 7 Bldg 29 }
17-20-230-020-0000 1, 2, 3, 4 Bldg 29 }
17-20-230-021-0000 201, 25 Bldg 29 } Bldg
17-20-231-004-0000 1, 2, 3, 4 Bldg 30 }
17-20-231-009-0000 5, 6 Bldg 36 }
17-20-231-010-0000 24, 25 Bldg 30 }
17-20-231-011-0000 26, 27 Bldg 30 }
17-20-500-021-0000 } RR
17-20-500-022-0000 } *m*

Elkhart County, Indiana

Property D: 1025 Michigan Street, Elkhart, Illinois

Code Numbers: 25-06-05-101-001
25-06-06-228-001 *Out of County*

This Instrument Prepared by and
to be Returned After Recording to:

Alvin L. Kruse
James A. Schraidt
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

87481345

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTIONS

Property A:

PARCEL 1:

THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF THE NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE SOUTH ON THE WEST LINE THEREOF

145.00 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY 224.29 FEET TO A POINT, SAID POINT BEING 236.00 FEET SOUTH OF AND 205 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY 194.98 FEET TO A POINT, SAID POINT BEING 343.00 FEET SOUTH OF AND 368.00 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY 292.04 FEET TO A POINT, SAID POINT BEING 551.00 FEET SOUTH OF AND 573.00 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH 167.78 FEET TO A POINT, SAID POINT BEING 470.39 FEET NORTHEASTERLY OF AND 400.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF THE NORTH EAST FRACTIONAL 1/4 WITH THE INDIAN BOUNDARY LINE (AS MEASURED ON SAID INDIAN BOUNDARY LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHWESTERLY 489.31 FEET TO A POINT, SAID POINT BEING 15.39 FEET NORTHEASTERLY OF AND 220.00 FEET NORTHWESTERLY OF THE LAST DESCRIBED INTERSECTION (AS MEASURED ON SAID INDIAN BOUNDARY LINE AND ON A LINE AT RIGHT ANGLES THERETO) THENCE SOUTHWESTERLY 202.67 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 SAID POINT BEING 262.00 FEET EAST OF THE SOUTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE WEST ON SAID SOUTH LINE 68.00 FEET TO A POINT; THENCE NORTH ON A LINE 194.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO A POINT; SAID POINT BEING 222.54 FEET SOUTH OF AND 194.00 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTHWESTERLY 212.26 FEET TO A POINT ON THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; SAID POINT BEING 196.42 FEET SOUTH OF THE NORTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE NORTH 51.42 FEET ON THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS ALSO

87481345

UNOFFICIAL COPY

27451345

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND INSTALLATION OF SEWERS, SANITARY SEWERS, STORM SEWERS, WATER MAINS, ELECTRIC, GAS OR COMMUNICATION LINES, AS CREATED BY EASEMENT AGREEMENT RECORDED DECEMBER 4, 1973 AS DOCUMENT 22561728 OVER THE EASTERLY AND NORTHEASTERLY 15 FEET OF LAND DESCRIBED AS FOLLOWS (AS MEASURED PEPPENDICULAR TO THE EASTERLY AND NORTHEASTERLY LINES THEREOF): THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE SOUTH ON THE WEST LINE THEREOF 196.62 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY 212.26 FEET TO A POINT, SAID POINT BEING 282.54 FEET SOUTH OF AND 194 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH ON A LINE 194.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO A POINT ON THE SOUTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE WEST 161.00 FEET ON THE SOUTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO A POINT, 33.00 FEET EAST OF THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE NORTHWESTERLY 46.67 FEET TO A POINT IN THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4, SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property B:

LOT 4 (EXCEPT THE NORTH 80 FEET) AND ALL OF LOTS 5 AND 6 IN SUBDIVISION OF TRACT 4 OF DANSHER INDUSTRIAL PARK, COUNTRYSIDE, ILLINOIS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1968 AS DOCUMENT 20556468, IN COOK COUNTY, ILLINOIS.

87481345

UNOFFICIAL COPY

Property C:

PARCEL 1.

A TRACT OF LAND IN BLOCK 27 IN BRAND'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF LOT 7 IN BARRON'S SUBDIVISION OF BLOCK 27 IN BRAND'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 AND OF LOT 26 IN SAID BLOCK 27 IN SAID SUBDIVISION, TO THE SOUTH EAST CORNER OF SAID LOT 26; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 27, A DISTANCE OF 94.79 FEET; THENCE WEST BY A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID BLOCK 27, SAID POINT BEING 94.93 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 7 IN BLOCK 27; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 27, A DISTANCE OF 94.83 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 2:

THAT PART OF BLOCK 28 IN BRAND'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID BLOCK, 69.52 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, THENCE EAST 100.65 FEET TO A POINT IN A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID BLOCK AND 69.51 FEET THEREFROM, THENCE EASTERLY ON AN ARC OF A CIRCLE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 1925.00 FEET TO A POINT IN THE EAST LINE OF SAID BLOCK, 66.4 FEET SOUTH OF THE NORTH EAST CORNER THEREOF THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK, 98.02 FEET THENCE WEST TO A POINT IN THE WEST LINE OF SAID BLOCK 94.96 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 94.96 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 3.

ALL THAT PART OF BLOCK 29 OF BARRON'S SUBDIVISION OF BRAND'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE NORTH LINE OF RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AND SOUTHERLY LINE OF THE RIGHT OF WAY OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, SAID PREMISES BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF LOT 7 IN SAID BARRON'S SUBDIVISION THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE OF LOT 26 IN SAID BLOCK 29, TO THE SOUTH EAST CORNER OF SAID LOT 26; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 133.01 FEET THENCE SOUTH WEST BY A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID BLOCK 29, SAID POINT BEING 99.79 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 7; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 29, A DISTANCE OF 99.79 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

87481345

UNOFFICIAL COPY

17481345

PARCEL 4:

THAT PART OF BLOCK 30 IN BARRON'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF LOT 7 IN BLOCK 30 OF SAID BARRON'S SUBDIVISION THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, TO THE SOUTH EAST CORNER OF SAID LOT 7; THENCE NORTH ALONG THE EAST LINE OF LOTS 7, 6, 5, AND 4 IN SAID BLOCK 30, A DISTANCE OF 82.09 FEET; THENCE EAST IN A STRAIGHT LINE TO A POINT IN THE EAST LINE OF SAID BLOCK 30, WHICH POINT IS 82.09 FEET NORTH OF THE SOUTH EAST CORNER OF LOT 26 IN SAID BLOCK 30; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 30, A DISTANCE OF 57.08 FEET MORE OR LESS, TO THE NORTH EAST CORNER OF LOT 31 IN SAID BLOCK 30; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 31, A DISTANCE OF 100.11 FEET MORE OR LESS, TO THE NORTH WEST CORNER OF SAID LOT 31; THENCE CONTINUING WEST IN THE LAST AFORESAID SAME STRAIGHT LINE, A DISTANCE OF 7.3 FEET MORE OR LESS TO THE CENTER LINE OF VACATED NORTH AND SOUTH ALLEY THENCE NORTHERLY ALONG THE CENTER LINE OF SAID VACATED ALLEY A DISTANCE OF 10.015 FEET; THENCE WEST IN A STRAIGHT LINE, A DISTANCE OF 68.60 FEET MORE OR LESS TO A POINT, WHICH POINT IS 38.81 FEET EAST OF THE WEST LINE OF LOT 1 IN SAID BLOCK 30, MEASURED AT RIGHT ANGLES THERETO AND WHICH POINT IS ALSO 10 FEET NORTH OF THE NORTH LINE OF LOT 2 IN SAID BLOCK 30, MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID LOT 1, WHICH POINT IS 4.02 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 30 A DISTANCE OF 143.22 FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 5:

ALL OF LOTS 26, 27, 28 AND THE SOUTH 12 FEET OF LOT 29 OF BLOCK 30 IN SAID BARRON'S SUBDIVISION IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 6:

THAT PART OF BLOCK 30 IN BARRON'S SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS 38.81 FEET EAST MEASURED AT RIGHT ANGLES THERETO, OF THE WEST LINE OF LOT 1 IN SAID BLOCK 30 AND WHICH POINT IS ALSO 10 FEET NORTH OF THE NORTH LINE OF LOT 2 IN SAID BLOCK 30; THENCE EAST IN A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 68.60 FEET MORE OR LESS TO A POINT IN THE CENTER LINE OF VACATED NORTH AND SOUTH ALLEY; THENCE NORTH ALONG THE CENTER LINE OF SAID VACATED ALLEY, A DISTANCE OF 10.57 FEET THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 7:

THAT PART OF THE NORTH AND SOUTH VACATED ALLEY EAST AND ADJOINING LOTS 4 TO 7 INCLUSIVE AND WEST OF AND ADJOINING LOTS 26 TO 29 INCLUSIVE (EXCEPT THE NORTH 11 FEET OF THE VACATED ALLEY LYING BETWEEN SAID LOTS 4 AND 29) IN BLOCK 30 IN BARRON'S SUBDIVISION OF BRAND'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO:

87481345

UNOFFICIAL COPY

07101045

PARCEL B:

THOSE PARTS OF BLOCKS 21 AND 30 IN SAID BARRON'S SUBDIVISION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 18 IN BLOCK 21 OF SAID BARRON'S SUBDIVISION SAID POINT BEING 76.06 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 18: THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 18 TO THE SOUTH EAST CORNER THEREOF: THENCE NORTH ALONG THE EAST LINE OF SAID LOT 18 A DISTANCE OF 11.72 FEET THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, ALSO, BEGINNING AT THE SOUTH EAST CORNER OF LOT 32 IN BLOCK 30 OF SAID BARRON'S SUBDIVISION THENCE NORTH ALONG THE EAST LINE OF SAID LOT 32 TO THE NORTH EAST CORNER THEREOF: THENCE WEST ALONG THE NORTH LINE OF SAID LOT 32 A DISTANCE OF 76.06 FEET THENCE SOUTHWESTERLY BY A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF THE NORTH AND SOUTH VACATED ALLEY, SAID POINT BEING 4.83 FEET SOUTH AND MEASURED AT RIGHT ANGLES THERETO, FROM THE NORTH LINE OF SAID LOT 32 PRODUCED WESTERLY, THENCE SOUTH ALONG THE CENTER LINE OF SAID NORTH AND SOUTH VACATED ALLEY TO A POINT IN THE SOUTH LINE OF SAID LOT 32 PRODUCED WESTERLY: THENCE EAST ALONG THE SAID SOUTH LINE OF LOT 32 PRODUCED WESTERLY TO THE SOUTH WEST CORNER OF LOT 32, THENCE CONTINUING EAST ALONG THE SAID SOUTH LINE OF SAID LOT 32 TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

Property D:

Part of the Northeast Quarter (NE $\frac{1}{4}$) of Section six (6) and part of the Northwest Quarter (NW $\frac{1}{4}$) of Section five (5) all in Township Thirty-seven (37) North, Range Five (5) East, in the City of Elkhart, Indiana, and being more particularly described as follows:

Beginning at a point where the East line of Michigan Street is intersected by the South line of Mishawaka Street, as the said Streets are known and dedicated in the said City of Elkhart; thence Eastwardly along the South line of said Mishawaka Street a distance of seven hundred sixty-five and forty-three hundredths (765.43) feet to a point on the West line of Edwardsburg Avenue, as said Edwardsburg Avenue is known and dedicated in the said City of Elkhart; thence Southeasterly along the West line of said Edwardsburg Avenue a distance of two hundred one and ninety-eight hundredths (201.98) feet to a point on the North Right-of-way line of the Penn Central Railroad (formerly Elkhart & Western Railroad Company); thence Southwestwardly along the North line of said Penn Central Railroad a distance of eight hundred seventy-seven and seventy-five hundredths (877.75) feet to a point on the East line of said Michigan Street; thence Northwardly along the East line of said Michigan Street a distance of two hundred fifty-eight and fifty-eight hundredths (258.58) feet to the place of beginning of this description.

87481345

UNOFFICIAL COPY

57451545

EXHIBIT B

SCHEDULE OF LEASES

<u>Lessee</u>	<u>Lessor</u>	<u>Date of Lease</u>	<u>Premises</u>
<u>Property A</u>			
Auto-Matic Appliance Parts Corp.	LNB Trust 51349	12-20-84	14728 & 14732 South Campbell, Posen, Illinois
Advanced Sleep Products	LNB Trust 51349	5-19-87	14750 South Campbell, Posen, Illinois
Precise Temperature Engineering, Inc.	LNB Trust 51349	2-28-86	14808 South Campbell, Posen, Illinois
Amster Medical Supply Corp.	LNB Trust 51349	7-01-84	14812 South Campbell, Posen, Illinois
Harris/3M Documents Products, Inc.	LNB Trust 51349	8-08-85	14836 South Campbell, Posen, Illinois
Montgomery Ward & Co.	LNB Trust 51349	11-27-74	14736 South McKinley, Posen, Illinois
Igor the Watchdog, Corp.	LNB Trust 51349	11-30-86	14741 South McKinley, Posen, Illinois
Reynolds Metals Company	LNB Trust 51349	12-10-86	14749 South McKinley, Posen, Illinois
Chem-Sultants, Inc.	LNB Trust 51349	9-30-83	14800 South McKinley, Posen, Illinois
Neoloy Products	LNB Trust 51349	4-20-79	14807 South McKinley, Posen, Illinois
ARL Services, Inc.	LNB Trust 51349	8-12-86	14815 South McKinley, Posen, Illinois
Eldon Industries, Inc.	LNB Trust 51349	7-31-84	14817 South McKinley, Posen, Illinois
Durametallic Corporation	LNB Trust 51349	11-08-85	14823 South McKinley, Posen, Illinois
<u>Property B</u>			
Henkel Corporation	LNB Trust 38366	5-20-86 Amended 9-19-86	5325 South Ninth Avenue, Countryside, Illinois

87481345

UNOFFICIAL COPY

1 / 4 / 1 3 4 5

Property C

Veterans Administration	Newberry Enterprises	9-18-85	1524 South Peoria, 4th Floor, (15,000 square feet), Chicago
Galaxy Lighting	LNB Trust 45817	7-01-87	1524 South Peoria, 3rd Floor, (19,400 square feet), Chicago
Lite-Line, Ltd.	LNB Trust 45817	4-16-73	1524 South Peoria, 2nd Floor, (7,000 square feet), Chicago
Lite-Line, Ltd.	LNB Trust 45817	Verbal - 1-01-87	1524 South Peoria, 2nd Floor, (1,552 square feet), Chicago
Johnson & Carlson	LNB Trust 45817	Verbal - 8-01-86	1524 South Sangamon, 6th Floor, (400 square feet), Chicago
Palmer Sales Co.	LNB Trust 45817	3-13-85	1524 South Peoria, 7th Floor, (19,440 square feet), Chicago
Lee Weitzman, Noel Tetreu d/b/a/ Noelwood Furniture,	LNB Trust 45817	6-28-85	1524 South Peoria, 8th Floor, (19,400 square feet), Chicago
The Refinery, Ltd.			
James Janacek d/b/a Artifacts	LNB Trust	5-01-86	1524 South Peoria, 5th Floor, (5,617 square feet), Chicago
Perry Venson and Miroslaw Rogala	LNB Trust 45817	10-03-85	1524 South Peoria, 5th Floor, (3,241 square feet), Chicago
Fern Shaffer d/b/a Fern Shaffer Studio	LNB Trust 45817	2-01-87	1524 South Peoria, 5th Floor (2,500 square feet), Chicago
Salvage I	LNB Trust 45817	8-01-86	1524 South Sangamon, 1st, 2nd, 3rd and 4th Floors (63,180 square feet), Chicago

Property D

Adams & Westlake, Ltd.	Lake County Trust Co. #1755	12-18-71	940 North Michigan, Elkart, Indiana
------------------------	-----------------------------	----------	-------------------------------------

Note: LNB Means LaSalle National Bank

87481345