

**THIS ASSIGNMENT OF LEASES, RENTS, PROFITS, AND CONTRACTS** (this "Assignment") is given by **HERBERT SAYWITZ**, with offices at 2720 River Road, Suite 251-254, Des Plaines, Illinois 60018 ("**Borrowing Individual**") and **THE BANK AND TRUST COMPANY OF ABLINGTON HEIGHTS**, as Trustee under Trust Agreement dated October 17, 1986 and known as Trust No. 3680 ("**Borrowing Trust**") (Borrowing Individual and Borrowing Trust are collectively referred to herein as "**Assignors**") to **ITT COMMERCIAL FINANCE CORP.**, a corporation formed pursuant to the laws of the State of Nevada with offices at 1400 North Central Life Tower, P.O. Box 64777, St. Paul, Minnesota 55164 ("**CMF**").

**WITNESSETH:**

**WHEREAS**, Borrowing Individual owns the entire beneficial interest and power of direction under Trust Agreement dated October 17, 1986 and known as Trust No. 3680 (the "**Land Trust**"); and

**WHEREAS**, Borrowing Individual has requested CMF to provide financial accommodation pursuant to the terms of a Mortgage Note (the "**Note**"), a Mortgage and Security Agreement, a Loan and Security Agreement, an Assignment (Collateral) of Trust and Security Agreement, Guaranty and other security or supporting documents executed in conjunction therewith, all of even date with this Assignment (the "**Loan Documents**"); and

**WHEREAS**, said Mortgage and Security Agreement (the "**Mortgage**") applies to certain real property located in Cook County, Illinois, as described on Exhibit A attached hereto (the "**Land**"), and all buildings, improvements, fixtures, and personal property located thereon or related thereto (the "**Improvements**", hereinafter referred to together with the Land as the "**Project**"); and

**WHEREAS**, CMF is willing to extend the loan only upon the security of the priority of said Mortgage, the various Loan Documents, and as further security, this Assignment.

**NOW THEREFORE**, in consideration of the foregoing premises and covenants herein contained, and in further consideration of the reliance of CMF in extending the Loan, and for other valuable consideration as evidenced by the Loan and Security Agreement and other Loan Documents, the sufficiency of which is hereby acknowledged, Assignors do hereby incorporate the foregoing Premises into the body of this Assignment and stipulate to their accuracy and do further grant, transfer and assign to CMF all of Assignors' right, title and interest in and to: (i) Any present or future lease or tenancy, whether written or oral, covering or affecting all or any part of the Project, together with: (a) all guaranties of the aforesaid leases including guaranties of tenant performance; (b) all insurance proceeds, including rental loss coverage and business interruption coverage as to said leases; (c) all awards or proceeds from any condemnation of the property or any part thereof; (d) all judgments or settlements of claims in favor of Assignors and arising out of said leases in any court proceeding, including any bankruptcy, reorganization, insolvency or debtor proceeding or case or otherwise; and (e) all security deposits made thereunder (all of which, together with any extensions, modifications or renewals, are collectively referred to as the "**Leases**" or singularly as a "**Lease**"); (ii) All rents and other income or payments of any kind due or payable or to become due or payable to Assignors as the result of any use, possession or occupancy of all or any portion of the Project or as the result of the use or lease of any personal property constituting a part of the Project (all of which are collectively referred to as "**Rents**"), whether the Rents accrue before or after foreclosure of the Mortgage or during any period of redemption from it; (iii) All revenues from the Project in excess of all costs, charges, and expenses which are directly attributable to the operation, repair and maintenance of the Project including all taxes, rates, charges, levies and assessments imposed by any competent authority upon or in respect of the Project (the "**Profits**"); (iv) All contracts between Assignors and third parties related to or having to do with the managing, marketing, maintenance or operation in the normal course of business of the Project, except for contracts or subcontracts pertaining to any restoration, refurbishment, improvement or construction of or on the Project (the "**Contracts**"), all for the purpose of securing:

- (A) Payment of all indebtedness evidenced by the Loan Documents and all other sums secured by the Mortgage or this Assignment; and

This instrument prepared by:

Shirley I. Chase, Esq.  
1400 North Central Life Tower  
P.O. Box 64777  
St. Paul, Minnesota 55164

- P.L.N. 14-29-205-008
- 14-29-205-009
- 14-29-205-011
- 14-29-205-012
- 14-29-205-013
- 14-29-205-014

3161 N. Cheryl Chi

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THIS INSTRUMENT IS A PART OF THE RECORDS AND CONTAINS THE INFORMATION... (mirrored text)

WITNESSETH:

Following is a list of the names of the persons who are parties to this instrument...

Witnesses: The undersigned, being duly sworn, depose and say that the contents of the foregoing instrument are true and correct...

Notary Public: I, the undersigned, a Notary Public in and for the State of Minnesota, do hereby certify that the foregoing instrument was duly executed...

WITNESSETH: I, the undersigned, do hereby certify that the foregoing instrument was duly executed...

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at St. Paul, Minnesota, this 1st day of January, 1988.

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1988

Notary Public  
1400 North Central Life Tower  
P.O. Box 8477  
St. Paul, Minnesota 55184

- 1-1-88-001-001
- 1-1-88-002-002
- 1-1-88-003-003
- 1-1-88-004-004
- 1-1-88-005-005
- 1-1-88-006-006
- 1-1-88-007-007
- 1-1-88-008-008
- 1-1-88-009-009
- 1-1-88-010-010

- (B) Performance and discharge of each and every obligation, covenant and agreement of Assignors contained herein and in the various Loan Documents.

Borrowing Individual warrants and covenants and Borrowing Trust covenants that they are the absolute owners of the Leases, Rents, Profits, and Contracts, free and clear of all liens and encumbrances other than as set forth on Exhibit B if attached hereto; that, except as so shown on an Exhibit B if attached hereto, they have not previously assigned or otherwise encumbered their interest in any of the Leases, Rents, Profits, or Contracts to any person or entity; that they have the right under applicable law, the Leases, the Contracts, their formative or charter documents, and otherwise to execute and deliver this Assignment and keep and perform all of their obligations pursuant to it; that they will not convey or attempt to convey any interest in the Leases, Rents, Profits, and Contracts and that they shall warrant and defend the Leases, Rents, Profits, and Contracts against all adverse claims, whether now existing or hereafter arising.

Assignors further covenant and agree with CMF as follows:

1. **Performance of Leases and Contracts.** Assignors shall faithfully abide by, perform and discharge each obligation, covenant and agreement which they become liable to observe or perform under any present or future Lease or Contract, and, at their sole cost and expense, enforce or secure the performance of each obligation, covenant, condition and agreement to be performed by the tenant under each Lease or the third party obligated under each Contract. Except in the ordinary course of Assignors' business, Assignors shall not hereafter cancel, surrender or terminate any Lease or Contract, exercise any option which might lead to such termination, or change, alter, or modify the same or consent to the release of any party liable thereunder or to an assignment of the lessee's interest therein. Assignors shall observe and comply with all provisions of law applicable to the operation and ownership of the Project and shall give prompt written notice to CMF of any notice of default on the part of Assignors with respect to any Lease or Contract. Assignors shall further, at their sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or Contract or the obligations, duties, or liabilities of Assignors or any party pursuant to any Lease or Contract. Assignors shall not lease or otherwise permit the use of all or any portion of the Project for rent that is below the fair market rent for such property.
2. **Collection of Rents.** The condition of this Assignment is such that unless and until there occurs an Event of Default under the provisions of this Assignment, Assignors have the right under a license retained and reserved hereby (but limited as provided in this Assignment) to collect (when due and not in advance) sums received pursuant to said Leases, Rents, Profits, and Contracts and hold the same as a trust fund for application toward the claims and expenses stated in the following Section 8, in the same order as therein stated, and then for application to the debt service on any lien or encumbrance subordinate to the Loan Documents and only thereafter to the Assignors for such uses, purposes, privileges and benefits as the Assignors may choose; provided however, that from and after the occurrence of an Event of Default under this Assignment or any of the Loan Documents, such license will, without any further action, be revoked and the right of Assignors to enjoy the powers and privileges of said Leases, Rents, Profits, and Contracts will wholly cease, whereupon CMF shall be entitled to all of Assignors' right, title and interest in and to the Leases, Rents, Profits, and Contracts, hereby assigned, including specifically the right to collect Rents and Profits.
3. **Events of Default.** Any of the following constitutes an Event of Default under this Assignment:
  - A. Assignors fail to perform or observe any agreement, covenant, or condition required under this Assignment and such failure is not corrected to CMF's satisfaction within twenty (20) days of notice to Assignors.
  - B. There occurs an Event of Default under any of the Loan Documents.
4. **Remedies.** Upon the occurrence of an Event of Default, CMF may, at its option, at any time:
  - A. in the name, place and stead of Assignors and without becoming a mortgagee in possession (i) enter upon, manage and operate the Project or retain the services of one or more independent contractors to manage and operate all or any part of the Project; (ii) make, enforce, modify and accept surrender of the Leases and Contracts; (iii) obtain or evict tenants, collect, sue for, fix or modify the Rents and enforce all rights of Assignors under the Leases or Contracts; (iv) give notice to the parties obligated under the Contracts to perform their obligations thereunder for the benefit of CMF in like manner as if CMF were the Assignors; and (v) perform any other acts that may be necessary or proper to protect the security of this Assignment.

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- B. with or without exercising the rights set forth in subparagraph (A) above, give or require Assignors to give notice to any or all tenants under the Leases or obligees under the Contracts, authorizing and directing the tenants to pay all Rents under the Leases directly to CMF and the obligees under the Contracts to perform those obligations for the benefit of CMF, in like manner as if it were the Assignors.
- C. without regard to waste, adequacy of the security or solvency of Assignors, apply for the appointment of a receiver regarding the Project, whether or not foreclosure proceedings are pending under the Mortgage, and if such proceedings were commenced, whether or not a foreclosure sale has occurred; and Assignors consent to such application and appointment.

The exercise of any of the foregoing rights or remedies and the application of the rents, profits and income will not cure or waive any Event of Default, or notice of default, under any Loan Document or invalidate any act done pursuant to such notice. This Assignment in no way operates to prevent CMF from pursuing any remedy which it now has or hereafter may have under the terms and conditions of any Loan Document but will be deemed an additional remedy, cumulative with the remedies granted therein.

- 5. Protecting the Security of This Assignment. Should Assignors fail to perform or observe any covenant or agreement contained in this Assignment, then CMF may, without obligation to do so and without releasing Assignors from any obligation of any kind, make or do the same in such manner and to such extent as CMF deems appropriate to protect its security as evidenced by this Assignment, including specifically and without limitation, the right to commence, appear in, and defend any action or proceeding purporting to affect said security, or the right or powers of Assignors, and also the right to perform and discharge each obligation, covenant and agreement of Assignors contained in the Leases and Contracts, and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorney's fees. Assignors shall pay immediately upon demand all sums expended by CMF under the authority of this Assignment, together with interest thereon at the rate stated in the Note, and the same will be added to said indebtedness and be secured hereby and by the Mortgage.
- 6. Present Assignment. This Assignment constitutes a perfected, absolute and present assignment.
- 7. Survival of Obligation to Comply with Mortgage and This Assignment. This Assignment is given as security in addition to the Mortgage. Assignors shall observe and comply with all terms and conditions contained in the Mortgage and in this Assignment and preclude any Event of Default from occurring under said Mortgage. All of Assignors' obligations under the Mortgage will survive foreclosure of such and Assignors shall observe and comply with all terms and conditions of said Mortgage and this Assignment to preclude any Event of Default from occurring therewith throughout any applicable period of redemption.
- 8. Application of Rents, Profits and Income. All Rents collected by CMF or the receiver each month are to be applied in the following order of priorities, unless applicable law requires a different order of priorities:
  - A. to payment of all reasonable fees of the receiver approved by the court;
  - B. at CMF's option, to payment of all prior or current real estate taxes and special assessments with respect to the Project or, if the Loan Documents require periodic escrow payments for such taxes and assessments, to the escrow payments then due;
  - C. to payment of all premiums then due for the insurance required by the provisions of the Loan Documents or, if the Loan Documents require periodic escrow payments for such premiums, to the escrow payments then due;
  - D. to payment of expenses incurred for normal maintenance of the Project;
  - E. if applicable law requires, to the repayment when due of all tenant security deposits, together with interest thereon;
  - F. during the entire period of CMF's interest in, lien on, or encumbrance of the Project, or during any redemption period, to CMF for payment of the indebtedness evidenced and secured by the Loan Documents (which may include payments to priority creditors as disclosed on any Exhibit B hereto, in order to protect the security of CMF's debt as evidenced by the Mortgage and Loan Documents), but no such payment made after acceleration of the indebtedness will affect such acceleration.

The rights and powers of CMF under this Assignment and the application of Rents under this Paragraph (8) will continue and remain in full force and effect both prior to and after



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commencement of any foreclosure action and after foreclosure sale and until expiration of any redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

9. **CMF Not to Become Liable and Third Parties Not to Acquire Rights.** CMF is not obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Assignors under the Leases or Contracts. This Assignment will not operate to place upon CMF responsibility for the control, care, management or repair of the Project or for the performance of any of the terms and conditions of the Leases or Contracts. CMF shall not be responsible or liable for any waste committed on the Project, for any dangerous or defective condition of the Project, for any negligence in the management, upkeep, repair or control of the Project or for failure to collect the Rents. No third party shall acquire any rights against CMF as a result of this Assignment, the provisions of which have been granted to CMF by the Assignors solely for the benefit of CMF. Notwithstanding any language to the contrary contained in this Assignment, CMF shall not be deemed to be in privity of contract with any party having contractual relations with Assignors pursuant to a Lease or Contract unless and until CMF has exercised the remedies provided by this Assignment following the occurrence of an Event of Default and has elected to require the contractual performance of a party obligated by said Lease or Contract, and then CMF shall be liable only during the period in which the remedies provided by this Assignment are so exercised and not before or after.
10. **Assignors' Indemnification.** <sup>Representatives of the</sup> Assignors shall indemnify, defend and hold harmless CMF (and its officers, directors, employees, agents, representatives and attorneys [collectively "representatives"]) from and against all claims, suits, damages, losses, expenses, costs, obligations, liabilities, recoveries and deficiencies including interest, penalties and attorneys' fees, that CMF, or any of its representatives incur or suffer, which arise or result from or relate to: (i) the execution of this Assignment or the consummation and completion of the transaction and Project contemplated in this Assignment; or (ii) the breach of, or failure by Assignors to perform any representation, warranty, covenant or agreement given or made by Assignors herein, or in any writing furnished or to be furnished by Assignors under this Assignment.
11. **Authorization to Tenant and to Third Parties Obligated under Contracts.** Upon notice from CMF that it is exercising the remedy set forth in this Assignment, the tenants under the Leases are hereby irrevocably authorized and directed to pay to CMF all sums due under the Leases, and Assignors hereby consent and direct that said sums will be paid to CMF without the necessity for a judicial determination that a default has occurred or that CMF is entitled to exercise its rights pursuant to this Assignment, and to the extent such sums are paid to CMF, Assignors agree that the tenant has no further liability to Assignors for the same. Upon the same basis, Assignors hereby authorize and direct any party obligated under a Contract to perform that Contract for the benefit of CMF, in like manner as if CMF were the Assignors. The signature of CMF alone is sufficient for the exercise of any rights under this Assignment and the receipt by CMF alone of any sums received is full discharge and release of any such tenant or occupant of the Project. Checks for all or any part of the Rents collected under this Assignment will, upon notice from CMF, be drawn to the exclusive order of CMF.
12. **Satisfaction.** Upon the payment in full of all indebtedness secured hereby, as evidenced by a recorded satisfaction of the Mortgage, this Assignment becomes, without the need for any further satisfaction or release, null and void and of no further effect.
13. **CMF an Attorney-In-Fact.** Assignors hereby irrevocably appoint CMF, and its successors and assigns, as their agent and attorney-in-fact coupled with an interest, and with the right but not the duty to exercise any rights or remedies granted by this Assignment and, provided there exists an Event of Default hereunder, to execute and deliver during the term of this Assignment any such instruments as CMF may deem appropriate to make this Assignment and any further assignment effective, including, without limitation, the right to endorse on behalf and in the name of Assignors all checks from tenants in payment of Rents.
14. **CMF Not a Mortgagee in Possession.** Nothing herein contained and no actions taken pursuant to this Assignment will be construed as constituting CMF as a mortgagee in possession.
15. **Specific Assignments of Contracts Requested by CMF.** Upon notice, Assignors shall transfer and assign to CMF any specific Lease or Contract requested by CMF. Such transfer or assignment will be upon the same or substantially the same terms and conditions as are herein contained, and Assignors shall promptly file or record such assignment, at Assignors' expense, if requested by CMF. Upon request of CMF, Assignors shall further obtain the consent of the lessee to the assignment and subordination of the Lease to the priority of the Mortgage.





16. **Unenforceable Provisions Severable.** All rights, powers and remedies provided in this Assignment are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law or render this Assignment invalid, unenforceable or unreasonable. If any term of this Assignment is held to be invalid, illegal or unenforceable, the validity of other terms are intended to remain unaffected.
17. **Successors and Assigns.** The covenants and agreements herein contained will be binding upon, and the rights hereunder will inure to, the respective successors and assigns of Assignors and CMF, including any purchaser at a foreclosure sale.
18. **Captions; Amendments; Notices.** The captions and headings of the paragraphs of this Assignment are for convenience only and are not intended to interpret or define the provisions of this Assignment. This Assignment can be amended only in a writing signed by Assignors and CMF. All notices required by this Assignment are deemed sufficient on either (i) the third (3rd) business day after deposit in the United States mail postage prepaid, or (ii) the second (2nd) business day after their deposit with a nationally recognized overnight courier service, or (iii) on the day of their personal delivery, if addressed or delivered to the parties at their respective addresses as set forth in the Loan and Security Agreement or Mortgage.
19. **Construction.** The provisions of this Assignment do not supersede, but are supplemental, to the Mortgage, the intent being that CMF enjoy all of the benefits and protections of the various provisions of this Assignment and the Mortgage; provided however, that in the event of direct inconsistency it is intended that this Assignment control the Mortgage with regard to the various provisions herein contained, but only to the extent such control does not impede the enforceability or security of the Mortgage.
20. **Non-Recourse to Borrowing Individual (Exculpation).** Nothing contained in this Assignment shall be construed as creating any liability on Herbert Saywitz (except pursuant to the Guaranty of Herbert Saywitz of even date herewith which limits the liability to Five Hundred Sixty Thousand Dollars [\$560,000.00] plus all costs incurred by CMF in the event CMF elects to foreclose upon the Project or any part thereof) personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by CMF and by anyone now or hereafter claiming any right or security hereunder. The Note has been executed solely to evidence the validity of the debt represented thereby. So far as Herbert Saywitz, personally, is concerned, CMF or the legal holder or holders of the Note and this Assignment and the owner or owners of any indebtedness accruing hereunder shall look solely to the limited liability of Herbert Saywitz under the Guaranty and/or the premises and collateral securing the Note for the payment thereof; by the enforcement against said Guaranty and/or the premises and collateral for the performance of the various provisions of the Loan Documents, including this Assignment of Leases, Rents, Profits, and Contracts, and nothing contained in this paragraph shall limit or impair said enforcement.
21. **Non-Recourse to Trustee (Exculpation).** This Assignment of Leases, Rents, Profits, and Contracts is executed by The Bank and Trust Company of Arlington Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and such Trustee hereby warrants that it possesses full power and authority to execute this instrument). Nothing herein or in said Mortgage or in said Note contained shall be construed as creating any financial liability of The Bank and Trust Company of Arlington Heights personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by CMF and by anyone now or hereafter claiming any right or security hereunder. The Note has been executed solely to evidence the validity of the debt represented thereby. So far as The Bank and Trust Company of Arlington Heights personally, is concerned, CMF or the legal holder or holders of the Note and this Assignment and the owner or owners of any indebtedness accruing hereunder shall look solely to the Guaranty or the premises or collateral securing the Note for the payment thereof, by the enforcement against said Guaranty or the premises or collateral as provided in the various provisions of the Loan Documents, including this Assignment of Leases, Rents, Profits, and Contracts, or to any other security given at any time to secure the Note or any indebtedness accruing under the Loan Agreement, and nothing contained in this paragraph shall limit or impair said enforcement.

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This document is an unofficial copy of a document filed with the Cook County Clerk's Office. It is not a certified copy and should not be used for legal purposes. The original document is available for viewing at the Cook County Clerk's Office.

The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document as the same appears in the files of the Cook County Clerk's Office.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public for Cook County, Illinois

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document as the same appears in the files of the Cook County Clerk's Office.

The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document as the same appears in the files of the Cook County Clerk's Office.

The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document as the same appears in the files of the Cook County Clerk's Office.

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IN WITNESS WHEREOF, the undersigned parties have executed this Assignment this 11 day of March, 1987.

Herbert Saywitz  
HERBERT SAYWITZ

THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, as Trustee under Trust Agreement dated October 17, 1986 and known as Trust No. 3680 and not personally

Attest:

By: Lepidas Mata  
Its: ASSISTANT VICE PRESIDENT & TRUST OFFICER

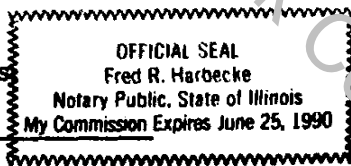
By: Anita D. Kraus  
Its: ASSISTANT VICE PRESIDENT & TRUST OFFICER

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, Fred R. Harbecke, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that HERBERT SAYWITZ, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11<sup>th</sup> day of MARCH, A.D. 1987.

My Commission Expires: \_\_\_\_\_



Fred R. Harbecke  
Notary Public

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, Susan M. Amyotte, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Anita D. Kraus and Lepidas Mata, of THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT AND TRUST OFFICER and ASSISTANT VICE PRESIDENT AND TRUST OFFICER, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, for the uses and purposes therein set forth, and caused its corporate seal of said bank to be thereto attached.

GIVEN under my hand and notarial seal, this 11 day of March, A.D. 1987.

My Commission Expires: 12/6/89

Susan M. Amyotte  
Notary Public

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## EXHIBIT A LEGAL DESCRIPTION

PARCEL 1: LOT 2 IN BLOCK 1 IN GEHRKE AND BRAUCKMANN'S SUBDIVISION OF BLOCK 1 (EXCEPT THE 4.28 ACRES IN THE NORTH PART OF SAID BLOCK AND WEST OF GREEN BAY ROAD) IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO LOT 1 IN CONRAD GEHRKE AND GEORGE BRAUCKMANN'S SUBDIVISION OF OUT LOT 1 (EXCEPT THE NORTH 4.28 ACRES OF THAT PART OF SAID LOT WHICH LIES WEST OF GREENBAY ROAD) IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING AND RESERVING THEREFROM THAT PORTION OF SAID LOT 1 IN BLOCK 1 AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 179 FEET 4-3/4 INCHES, THENCE WEST ON A LINE PERPENDICULAR TO SAID EAST LINE OF SAID LOT, 21 FEET 6-1/2 INCHES, THENCE SOUTHWESTERLY 70 FEET 3-3/4 INCHES MORE OR LESS TO A POINT IN THE EASTERLY LINE OF NORTH CLARK STREET WHICH POINT IS 166 FEET 10-1/4 INCHES NORTHWESTERLY FROM THE SOUTH CORNER OF SAID LOT, THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF NORTH CLARK STREET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT, 179 FEET 4 3/4 INCHES; THENCE WEST ON A LINE PERPENDICULAR TO SAID EAST LINE OF SAID LOT, 21 FEET 6 1/2 INCHES; THENCE SOUTHWESTERLY 70 FEET 3 3/4 INCHES MORE OR LESS TO A POINT IN THE EASTERLY LINE OF NORTH CLARK STREET, WHICH POINT IS 166 FEET 10 1/4 INCHES NORTHWESTERLY FROM THE SOUTH CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF NORTH CLARK STREET TO THE PLACE OF BEGINNING IN BLOCK 1 IN CONRAD GEHRKE AND GEORGE BRAUCKMANN'S SUBDIVISION OF OUT LOT 1 (EXCEPT THAT PART OF THE NORTH 4.28 ACRES WEST OF THE GREEN BAY ROAD IN CANAL TRUSTEE'S SUBDIVISION) OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLERK OF THE COUNTY OF COOK, ILLINOIS

\_\_\_\_\_  
CLERK OF THE COUNTY OF COOK, ILLINOIS

NOTARIAL PUBLIC

\_\_\_\_\_  
NOTARIAL PUBLIC

Property of Cook County Clerk's Office

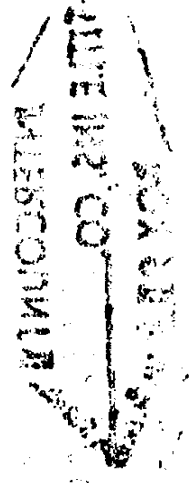
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EXHIBIT B

PERMITTED ENCUMBRANCES

- 1. Taxes and special assessments not yet due and payable.



Property of Cook County Clerk's Office

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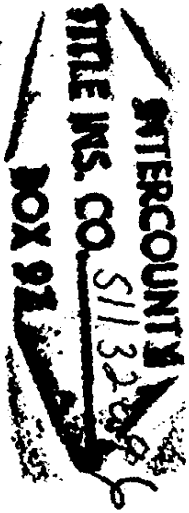
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REGISTERED PROFESSIONAL

Taxes and special assessments not yet due and payable

Property of Cook County Clerk's Office

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