# WACKER/RANDOLPH INVESTMENT COMPANY and WAIKIKI BEACHCOMBER INVESTMENT CO. as tenants-in-common

AND

ROOSEVELT GLEN CORPORATE CENTER INVESTMENT COMPANY and WAIKIKI BEACHCOMBER INVESTMENT CO.

as tenants-in-common

TO

CHEMICAL BANK

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

Dateda

May 29 , 1987

Location:

150 North Wacker Drive,

Chicago, Illino's

and

Glen Hill Office Park Glen Ellyn, Illinois

Chemical Bank 380 Madison Avenue New York, New York 10017

Attention: Stephen N. Cea Vice President and Assistant General Counsel Legal Department - 9th fl.

The premises described within this instrument are located in Cook County and DuPage County, Illinois,

Please return to: // Eurs
Ticor Title Insurance Company
69 Nest Machington Street
Chicago, IL 60602 Re://JL [3]32-/4

This instrument was prepared by and after recording, return to:
Stephen N. Cea, Attorney-at-Law
Chemical Bank, Legal Department
380 Madison Avenue
New York, New York 10017

Permanent Real Estate
Index Tax Number:

17-09-427-003 (Cook) 17-09-427-004 (Cook)

05-23-202-033 (DuPage) 05-23-205-024 (DuPage)

05-23-205-022 (DuPage) 05-14-425-040 (DuPage)

05-14-425-041 (DuPage) 05-23-202-008 (DuPage)

05-23-202-018 (DuPage) 05-23-202-029 (DuPage)

05-23-205-023 (DuPage) 05-23-202-028 (DuPage)

(935)

#### COLLATERAL ASSIGNMENT OF LEASES AND RENTS

day of May, 1987, between THIS ASSIGNMENT made the WACKER/RANDOLPH INVESTMENT COMPANY, an Illinois limited partnership, having a principal office and place of business c/o The Shidler Group, 200 West Madison Street, Suite 3040, Chicago, Illinois 60606, and WAIKIKI BEACHCOMBER INVESTMENT CO., a Hawaii general partnership, having its principal office and place of business c/o The Shidler Group, 733 Bishop Street, Suite 2700, Honolulu, Hawali 96813, as tenants-in-common, and ROOSEVELT GLEN CORPORATE CENTER INVESTMENT COMPANY, an Illinois limited partnership, having a principal office and place of business c/o The Shidler Group, 200 West Madison Street, Suite 3040, Chicago, Illinois 60606, and WAININI BEACHCOMBER INVESTMENT CO., a Hawali general partnership, having ite principal office and place of business c/o The Shidler Group, 733 Bishop Street, Suite 2700, Honolulu, Hawaii 96813, as tenants-in-common (hereination collectively referred to as the Assignor) and CHEMICAL BANK, a New York banking corporation having an office at The Real Estate Division, 633 Third Avenue, New York, New York 10017 (hereinafter referred to as the Assignee).

### WIINESSETH

THAT the Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and assigns to the Assignee the entire landlord's interest in and to all existing leases covering or affecting all or any part of those certain plots, pieces or parcels of land and buildings in Cook County and DuPage County, Illinois, more particularly described in Exhibit "A" annexed hereto and made a part hereof (the said premises together with the buildings and improvements now or hereafter erected thereon being hereinafter collectively referred to as the Premises).

TOGETHER WITH all leases, tenancies and occupancy agreements hereafter made (including modifications and extensions of existing leases, tenancies and occupancy agreements) covering the Premises or any portion thereof; this assignment of present and future leases, tenancies and occupancy agreements being effective without any further or supplemental issignment of any nature whatsoever (all present and future leases, tenancies and occupancy agreements are hereinafter collectively referred to as the Lease).

TOGETHER WITH all rents, income and profits arising from the Lease and renewals thereof and together with all rents, income and profits for the use and occupation of the Premises.

THIS Assignment is made for the purposes of securing:

A. The payment of the principal sum, interest and indebtedness evidenced by a certain note of even date herewith executed by Wacker/Randolph Investment Company and Waikiki Beachcomber Investment Co. in the principal sum of FOUR MILLION SEVEN HUNDRED THOUSAND AND 00/100 (\$4,750,000.00) DOLLARS, and secured by a certain mortgage bearing even date herewith, made by Assignor and delivered to Assignee simultaneously with the execution and delivery of this Assignment (said mortgage and note are hereinafter collectively referred to as the Mortgage).

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- B. Payment of all other sums with interest thereon becoming due and payable to the Assignee under the provisions of this Assignment or of the Mortgage.
- C. The performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein or in the Mortgage.

THE ASSIGNOR WARRANTS AND REPRESENTS to the Assignee, in order to induce the Assignee to make the loan secured by the Mortgage and to accept this Assignment, that (i) the Assignor is the sole owner of the entire landlord's interest in the Lease, and (ii) the Lease is valid and enforceable and in full force and effect and has not been altered, modified or amended in any manner whatsoever except as herein set forth and (iii) no rent reserved in the Lease has been assigned, pledged or in any manner transferred or hypothecated except pursuant to this Assignment and (iv) no rent for any period subsequent to the date of this Assignment has been collected more than thirty (30) days in advance of the time when the same became due under the terms of the Lease.

THE ASSIGNOR COVENANTS WITH THE ASSIGNEE to observe and perform all the obligations imposed upon the landlord under the Lease and not to do or permit to be done saything to impair the security thereof; not to collect any of the rent, income and profits arising from the Premises; not to subordinate the Lease to any mortgage (other than the Mortgage) or other encumbrance or permit, consent, or agree to such subordination without Assignee's prior written consent; or convey or transfer of suffer or permit a conveyance or transfer of the Premises, or of any interest therein, so as to effect directly or indirectly, approximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of Lessee thereunder; not to consent to any assignment of or subletting under the Lease not in accordance with its terms, without the prior written consent of the Assignee; at the Assignee's request to assign and transfer to the Assignee any and all subsequent Leases upon all or any part of the Premises described in the Liase or the Mortgage, and to execute and deliver at the request of the Assignee elimination further assurances, confirmations and assignments in the Premises as the Assignee shall, from time to time, reasonably require.

## THIS ASSIGNMENT IS MADE ON THE FOLLOWING TERMS, COVENANTS AND CONDITIONS:

- 1. So long as there shall exist no default in the payment of the principal sum, interest and indebtedness secured hereby, or by the Mortgage or in any obligation contained in the Lease on the part of the Assignor to be performed, the Assignor shall have the right to collect at the time of, but not more than fifteen (15) days prior to, the date provided for the payment thereof, all rents, income and profits arising under the Lease or from the Premises and to retain, use and enjoy the same.
- 2. Upon or at any time after default in the payment of the principal sum, interest and indebtedness secured hereby and by the Mortgage or in any obligation contained herein on the part of the Assignor to be performed,

the Assignee, without in any way walving such default, may, at its option, after the expiration of the applicable grace period specified in the Mortgage within which to cure such default and without regard to the adequacy of the indebtedness secured hereby and by the Mortgage, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may in its sole discretion deem proper and either with or without taking possession of the Premises in its own name, demand, sue for, or otherwise collect and receive all rents, income, and profits of the Premises, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee and to apply such rents, income and profits to the payment of: (i) all expenses of managing the Premises, including, but not limited to, the salaries, fees and wages of a managing agent and such other employees as the Assignee may deem necessary or Wsirable, and (ii) all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises, and (iii) the principal sum, interest and indebtedness secured hereby and by the Mortgage, together with all costs and attorneys' fees, in such order of priority as to any of the Items mentioned in this paragraph, numbered "2", as the Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted it in this paragraph, numbered "2", and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver of any default by the Assignor under the Mortgage or the Lease or this Assignment, any statute, law, custom or use to the contrary notwithstanding.

The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises after default or from any other act or omission of the Assignee in managing the Premises after default unless such loss is caused by the gross regligence, willful inisconduct and bad faith of the Assignee. Nor shall the Assignee be obligated to perform or discharge nor does the Assignee hereby undertake to perform or discharge any obligation, duty or liability under the Lease or under or by reason of this Assignment and the Assignor shall, and does hereby agree, to Indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Lease or under or by reason of this Assignment and from any and all claims and demands whatswever which may be asserted against the Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should the Assignee incur any such liability under the Lease or under or by reason of this Assignment or in defense of any such claims or demands the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor so to do the Assignee may, at its option, declare all sums secured hereby and by the Mortgage Immediately due and payable. And it is further

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understood that this Assignment shall not operate to place responsibility for the control, care management or repair of the Premises upon the Assignee, nor for the carrying out of any of the terms and conditions of the Lease; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the tenants or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

- 4. Upon payment in full of the principal sum, interest and indebtedness secured hereby and by the Mortgage this Assignment shall become and be vold and of no effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute presumptive evidence of the validity, effectiveness and continuing force of this Assignment and any person may and is hereby authorized to, rely thereon. The Assignor hereby authorizes and directs the tenant named in the Lease or any other tenant or future tenant or occupant of the Premises upon receipt from the Assignee of written notice to the affect that the Assignee is then the holder of the Mortgage and that a default exists thereunder or under this Assignment to pay over to the Assignee all rents, income and profits arising or accruing under the Lease or from the Premises and to continue so to do until otherwise notified by the Assignee.
- 5. The Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.
- 6. The term "Lease" as used herein means the leases hereby assigned or, at the option of the Assignee, any extension or renewal thereof and any leases subsequently executed during the term of the Assignment covering the Premises or any part thereof.
- 7. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the power and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms thereof. The rights of the Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.
- 8. Nothing herein contained shall be construed as constituting the Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions herein contained. In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being expressly waived and released by the Assignor.

- 9. In case of any inconsistency or conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall in all cases govern and control.
- Anything contained herein to the contrary notwithstanding, neither the Assignor nor any other person or entity either disclosed or undisclosed shall be personally liable for the payment of the Debt (as defined in the Mortgage), or for the performance of any of the covenants or obligations on the part of the Assignor to be observed or performed hereunder or under the Note or the Mortgage or under any other Instrument evidencing or securing the indebtedness evidenced by the Note or the Mortgage or under any other instrument executed and delivered in connection with the Note (including certificates or letter agreements) or for any deficiency resulting from or through any foreclosure or similar proceedings and the Assignee shall look solely to the Mortgaged Property (as defined in the Mortgage) in pursuit of its remedies either set forth hereigh in the Note or in such other instrument or as provided for at law and irrevocably valves any and all right to sue for, seek or demand damages or a money judgment in connection with the liability and obligation of the Assignor, any partner of the the Assignor or any other person or entity either disclosed or undisclosed; provided, beverer, that the foregoing limitations on personal liability shall not impair the validity of the Note or the lien of the Mortgage, or any other mortgage or security agreement given in connection with or pursuant to the provisions of the Note or the Mortgage, or the right of the Assignee to foreclose and/or to enforce the len of the Mortgage against the Mortgaged Property upon the occurrence of a default by the Assignor beyond the expiration of any applicable grace period expressly provided for in the Mortgage or against the leases or profits of the Mortgaged Property at any time after notice to the Assignor as provided in the Mortgage nor shall the foregoing limitations on personal liability in any manner affect the obligations of any partner of the Assignor or any other person or entity under any guaranty executed and delivered in connection with the Note and/or the Mortgage.
- 11. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of the Assignee and any subsequent holder of the Mortgage and shall be binding upon the Assignor, and its successors and assigns and any subsequent owner of the Premises.

IN WITNESS WHEREOF, this Assignment has been executed by the Assignor the day and year first above written.

WACKER/RANDOLPH INVESTMENT COMPANY, an Illinois limited partnership

By:Tomasz/Shidler Investment Corporation, an Illinois corporation and the general partner

Rvs

y:

Ichael T. Tomasz, Pres

Attesti

Bauce D. Goodfrey, As'T Sec'

(Corporate Seal)

WAIKIKI BEACHCOMBER INVESTMENT CO., a Hawail general partnership

DOX CO

Jay H. Shidler

Signed and acknowledged as to all signatures in the presence of:

(AS TO JAY H. SHIDLER'S SIGNATURE ONLY)

ROOSEVELT GLEN CORPORATE CENTER INVESTMENT COMPANY. an Illinois limited partnership

By:Tomasz/Shidler Investment Corporation, an Illinois corporation and the general partner

Attesti

Bevez & Goroman, Air Sect

(Corporate Seal)

WAIKIKI BEACHCOMBER INVESTMENT CO., a Hawali general partnership

County Clert's Office

By: Signed and acknowledged as to all signatures in the presence of:

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STATE OF ILLINOIS :55,1 COUNTY OF COOK

The foregoing instrument was acknowledged before me this 29th day of May, 1987, by Michael T. Tomasz, the President of Tomasz/Shidler Investment partner Illinois corporation, and general of Corporation, an WACKER/RANDOLPH INVESTMENT COMPANY, a limited partnership on behalf of the limited partnership.

Ronda & Kockiohr

STATE OF NEW YORK COUNTY OF NEW YORK)

limit.

Or Columnia C The foregoing instrument was acknowledged before me this June 1987, by Jay H. Shidler, general partner of WAIKIKI BRACHCOMBER INVESTMENT CO., a Hawaii general partnership, on behalf of the general partnership.

> Notary Public, State of New No. 31-48EECJ7

Qualified in New York County bmmission Expires March 30, 1989

# 87362675

## **UNOFFICIAL COPY**

STATE OF ILLINOIS 188,1 COUNTY OF COOK

The foregoing instrument was acknowledged before me this 29 day of May, 1987, by Michael T. Tomasz, the President of Tomasz/Shidler Investment Corporation, an Illinois corporation, and general partner of ROOSEVELT GLEN CORPORATE CENTER INVESTMENT COMPANY, a limited partnership on behalf of the limited partnership.

STATE OF HAWAII COUNTY OF HONOLULU)

In.

Service Of Collins,

1854 The foregoing instrument was acknowledged before me this June, 1987, by Jay H. Shidler, general partner of WASKIKI BEACHCOMBER INVESTMENT CO., a Hawaii general partnership, on behalf of the general partnership.

> MARIAN ZAL Motary Public, State of New York

No. 31-4888037 Qualified in New York County pmmission Expires March 30, 1989

#### EXHIBIT A(1)

(Description of Premises)

The South half and the doub balf of the North helf of Wharfing Lote 29, 30 and 31 as laid out by Plat by Ase F. Bradley dated February 11, 1848 and recorded February 11, 1888, Took 29 of Maps, Page 1, in Original Town of Chicago, Section 9. Township 39 North, Ruse 14 East of the Third Principal Heridian, (except that portion of sai Lot 29 condensed and taken for widening North Market Street) in Cook County. Illinoisi

#### Parcel 21

TOXC

the South half and the South half the North Helf of Wharfing Lote 29, 30 and 31 as laid out by Plat by Ase P. Bradley deted Pebruary 11, 1848 and recorded Pebruary 11, 1848, Book 29 of Mape, Page 1, in Original form of Chicago, Section 9. Township 19 North, Range 14 East of the Third Principal Meridian, (except that portion of and Lot 29 condensed and taken for videning Horth Market Street) in Cook County. 1111nois;

#### Parcel 3:

Clarks The South half and the South half of the North half of Wharfing Lots 29, 30 and 31 as laid out by Plat by les P. Bradley dated February 11, 1848 and conorded February 11, 1818, Book 29 of Amps, Page 1, in Original Town of Chicago, Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, (except that pertion of said Los 29 condenned and taken for widening North Harket Street) in Cook County. tilimis.

The aforesaid premises being collectively known as 150 North Wacker Drive, Chicago, Illinois.

#### EXHIBIT A(2)

(Description of Premises)

#### PARCELS 1 AND 21

- A. LOTS 1, 2, 3, 4, 5, 6, 7 AND THE EAST HALF OF LOT 39, LOTS 40, 41, 42, 43, 44, 45 AND 46, ALL IN BLOCK 1 IN ROOSEVELT HILLS, A SUBDIVISION IN THE HORTHRAST QUARTER OF THE HORTHRAST QUARTER AND PART OF THE HORTHRAST QUARTER OF SECTION 23, TOWNSHIP 39 HORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.
- B. THE BORTH MALF OF VACATED ALLET LITING SOUTH AND ADJOINING EAST HALF OF LOT THE SOUTH MALF OF VACATED ALLET LITING WEST OF LOTS 41 TO 46 39 AND ALL OF LOT 40, ALL OF VACATED ALLET LITING WEST OF LOTS 41 TO 46 AND EXTENDED TO THE SOUTH LINE OF LOT 5 AND ALL OF VACATED ALLET LITING MORTH OF LOT 46 IN BLOCK 1 AS VACATED BY ORDINANCE SUMBER 1417 PASSED AND APPROVED DECEMBER 24, 1964 BY THE PRESIDENT AND BOARD OF TRUSTERS OF THE VILLAGE OF GLEN ENLID; COPY OF WHICH WAS RECORDED DECEMBER 24, 1964 AS DOCUMENT R64-47400 IN COCKEYELT HILLS, A SUBDIVISION IN THE MORTH EAST QUARTER OF THE MORTH EAST QUARTER OF SECTION 25, TOWNSHIP 39 MORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DIVAGE COUNTY, ILLINOIS
- C. THE MORTH 1/2 OF VACATED TAST AVENUE LIVING SOUTH AND ADJOINING PARCELS
  A AND B TAKEN AS A TRACT.

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#### PARCEL 31

- A. LOTS 34, 35, 36, 37, 36 AND THE WEST HALF OF LOT 35. MOGETHER WITH THAT PART OF THE SOUTH HALF OF VACATED ALLEY, BORTH AND ALGOMINED IN BLOCK 1, IN ROOSEVELT HILLS, IN SECTION 23, TOWNSHIP 39 BORTH, RANGE 10, RAST OF THE THIRD PRINCIPAL NERIDIAN, IN DUPAGE COUNTY, ILLINOIS
- B. THE HORTH 1/2 OF VACATED TAFT AVENUE SOUTH AND ADJOINING PARCO, A.

#### PARCEL 40

- A. Lots 1, 2, 3, 4, 21, 22, 23, 24 AND THAT PORTION OF LOTS 5 AND 20 LYING EASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTHERLY LINE OF SAID LOT 20 WHICH IS 3.0 PERT WEST OF THE SOUTHEAST CORNER OF SAID LOT 20, TO A POINT ON THE MORTHERLY LINE OF LOT 5, WHICH IS 8.90 FRET WEST OF THE MORTHEAST CORNER OF SAID LOT 5, ALL IN BLOCK FIVE OF ROOSEVELT MILLS.
- D. THAT PART OF THE SOUTH HALF OF TAFT AVENUE (BRING VACATED) LYING EAST OF THE HORTHWARD RETERSION OF THE WEST LIVE OF THE ABOVE DESCRIBED PARCEL.

#### PARCEL 51

LOTS 1, 2, 3, 4, 5, 33, 34, 35, 36, 37 AND THE NORTH 3 FEET OF LOTS 6 AND 32 ALL IN BLOCK 19 IN ROOSEVELT GARDEN HOMESITES, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 13 AND IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED MAY 5, 1921 AS DOCUMENT 148152, IN DUPAGE COUNTY, ALLIANULES.

EXCEPT THAT PIR? OF SAID LOT 37 DESCRIBED AS FOLLOWS; BEGINNING AT THE MORTH-PAST CORNER OF SAID LOT 37; THENCE WESTERLY ALONG THE MORTHERLY LINE OF SAID LOT 37 FOR A DISTANCE OF 24.58 FEET TO A POINT OF CUSP WITH A TANGENT CURVE CONCAVE TO THE SOUTH SEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHRASTERLY ALONG SAID CURVE (THROUGH AN ANGLE OF 89 DEGREES OS MINUTES) FOR AN ARC DISTANCE OF 38.86 FRET TO THE HASTERLY LINE OF SAID LOT 37 TO A TANGEST LINE; THENCE MORTHERLY ALONG BAID EASTERLY LINE FOR A DIOTANCE OF 24.50 FRET TO THE POINT OF REGINNING, IN THE VILLAGE OF CLEN ELLIN, DU PAGE COUNTY, ILLINGIS

#### PARCEL 61

- LYING SOUTH OF THE CENTER LIVE AND SAID CONTERLINE IF EXTENDED BAST, OF THE 24 POOT BASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES RECORDED JUNE 7, 1974 AS DOCUMENT R74-27915, AND WEST OF THE CENTER LIVE OF A 24 FOOT BASEMENT FOR SEVER, WATER, INGRESS AND EGRESS RECORDED OCTOBER 31, 1966 AS DOCUMENT R66-43013, ALL IN RESEVELT HILLS SUBDIVISION IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, BAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVIMBER 2, 1928 AS DOCUMENT 268777, IN THE VILLAGE OF GLEN BILLYN, DU PAGE COUNTY, ILLINOIS
- B. TRAT PART OF THE SOUTH 1/2 OF VACATED TAFT AVENUE LITTING HOME. AND ADJOINING THAT PART OF PARCEL A LITTING EAST OF THE INTERSECTION OF A LITTING PARCEL AT A POINT WHERE THE CENTER LINE OF THE 24 FOOT EASEMENT RECORDED AS DOCUMENT R74-2795 INTERSECTS THE NORTH LINE OF LOT 11, AFORESAID.

#### PARCEL 71

- A. Lots 18, 19, 20, 21, 22, 23, 24, 31, 32 AND 33 TOGETHER WITH VACATED ALLEY LYING WEST OF LOT 22 AND WEST OF THE WEST LINE OF LOT 22 EXTENDED SOUTH AND EAST OF LOT 23; ALSO THE WORTH HALF OF VACATED ALLEY LYING SOUTH OF AND ADJACENT TO LOTS 18 THRU 22, INCLUSIVE, ALSO THE SOUTH HALF OF VACATED ALLEY LYING MORTH OF AND ADJACENT TO LOTS 31, 32, AND 33, ALL IN BLOCE 1 IN ROOSSYAL HILLS, BRING A SUBLIVISION IN THE MORTH HALF OF THE MURTHEAST QUARTER OF CONTION 23, TOWNSHIP 39 MORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MARROWS, ACCORDING TO THE PLAT THEREOF RECORDED MOVEMBER 2, 1928, AS DOCUMENT 266777, IN DUPAGE COUNTY, ILLINOIS.
- B. THE WORTH 1/2 OF VACATED TAFT AVENUE LING SOUTH AND ADJOINING LOTS 31, 32 AND 33 AFORESAND.

#### PARCEL 8:

A. LOTS 25 TO 30, BOTH INCLUSIVE, IN BLOCK 1 IN ROOSEVELT HILLS, A SUBDIVISION OF THE MORTHEAST QUARTER OF THE MORTHEAST QUARTER, AND PART OF THE MORTHWAST QUARTER OF SECTION 25, TOWNSHIP 39 BORTH, RANGE 10, EAST OF THE THIRD PAINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECOPPED AS DOCUMENT NUMBER 286777, EXCEPT THAT PART OF LOT 27 DESCRIBED AS FOLLOWS:

DECIMING AT THE MORTHVEST CORNER OF SAID LOT 27; WHICE EASTERLY ALONG THE MORTHERLY LINE OF BAID LOT 27 FOR A DISTANCE OF 20.00 FEET TO A POINT OF CUSP WITH A TANGENT CURVE CONCAVE TO THE SOUTHEAST MATING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE (THROUGH AM ANGLE (OF 90 DEGREES OO NIMUTES)) FOR AM ARC DISTANCE OF 31.42 FEET TO THE WESTERLY LINE OF SAID LOT 27 TO A TANGENT LINE; THENCE MORTHWAY ALONG SAID WESTERLY LINE FOR A DISTANCE OF 20.00 FEET TO THE POINT OF ADMINING, IN THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, AFORESAID.

B. THE BORTH 1/2 OF VACATED TAFT AVENUE SOUTH AND ADJOINING PARCEL A.

#### PARCEL 91

- A. THAT PART OF LOTS 11 AND 12 IN BLOCK 5 LYING MORTH OF THE CENTER LINE OF THE CENTER LINE OF THE CENTER LINE OF THE 24 FOOT MASEMENT FOR INGRESS, EGRESS, DRAINAGE, AND UTILITIES, RECORDED JUNE 7, 1974 AS DOCUMENT R74-27915 IN ROOSEVELT HILLS SUDDIVISION IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, MAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1928 AS MODIMENT 268777 IN DUPAGE COUNTY, ILLINOIS
- N. THAT PART OF THE SOUTH 1/2 OF VACATED TAFT AVENUE LYING MORTH AND ADJOINING PARCEL A.
- C. THAT PART OF LOTS 5 AND 20 IN BLOCK 5 LYING RAST OF THE CENTER LINE OF A 24 FOOT EASEMENT FOR SAWAR, WATER, INGRESS AND EGRESS RECORDED OCTOBER 31, 1966 AS DOCUMENT R66-495%. AND LINE WESTERLY OF A LINE DRAWS FROM A POINT ON THE SOUTHERLY LINE OF SAID LOT 20 WHICE IS 3.0 FRET WEST OF THE SOUTHEAST CORNER OF SAID LOT 20, TO A POINT ON THE MORTHERLY LINE OF LOT 5, WHICH IS 8.90 FRET WEST OF THE MORTHEAST CORNER OF SAID LOT 5, ALL IN BLOCK FIVE OF ROOSEVELT HILLS BEING 4 SUBDIVISION OF PART OF THE MORTH HALF OF THE MORTHEAST QUARTER OF SECTION 25, TOWNSHIP 39 MORTH, RANGE 10, EAST OF THE THIRD FRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MOVEMBER 2, 1928 AS DOCUMENT NO. 268777, IN OUR AGE COUNTY, ILLINOIS
- D. THAT PART OF THE SOUTH 1/2 OF VACATED TAFF AVENUE LYING NORTH AND ADJOINING PARCEL C.

#14621 単 44 - 44 - 44 - 45 - 60 - 456.00K ( 0UNIT) | Find A812 97/01/67 14:07 00 - 44:07 44:07 00 - 525.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 | 625.09 |

The aforesald premises being collectively known as Roosevelt Glen Corporate Center, Glen Ellyn, Illinois.