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(11) all rents, income and profits arising from said LEASES, including without limitation: all lease cancellations payments; all modifications, renewals and extensions of each of them; and all guarantees, if any, of any lessee's obligations under any of said LEASES;

(1) those certain one or more LEASES more particularly described on the SCHEDULE OF EXISTING LEASES, AMENDMENTS AND GUARANTYS ASSIGNED HEREBY attached hereto and made a part hereof (the "Schedule"), which LEASES affect all or a portion of the real property (the "PREMISES") more particularly described on EXHIBIT A attached hereto and made a part hereof;

THE UNDERSIGNED ASSIGNORS, LA SALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under Trust Agreement dated May 15, 1972 and known as Trust Number 4413 (hereinafter sometimes referred to as "Trustee"), having its principal office and place of business at 135 South LaSalle Street, Chicago, Illinois 60603, and Niles Properties, an Illinois Limited Partnership (hereinafter sometimes referred to as "Beneficiary"), having its principal office and place of business at c/o Joseph J. Freed & Associates, Inc., 1000 Capital Drive, Wheeling, Illinois 60090 (Trustee and Beneficiary are hereinafter collectively sometimes referred to as the "ASSIGNORS") jointly and severally, in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations given to ASSIGNORS, the receipt and sufficiency whereof is hereby acknowledged, do hereby assign, transfer and set over unto MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a corporation organized under the laws of the State of Massachusetts, with its principal place of business at 1295 State Street in the City of Springfield, County of Hampden, and State of Massachusetts (the "ASSIGNEE"), all of the right, title and interest of ASSIGNORS and each of them in and to all of the following described property:

THIS ASSIGNMENT OF LEASES, RENTS, GUARANTYS AND SECURITY DEPOSITS is made as of Oct. 19, 1988, 1988.

ASSIGNMENT OF LEASES, RENTS
GUARANTYS AND SECURITY DEPOSITS

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1988 OCT 19 PM 3:09

COOK COUNTY, ILLINOIS
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(1) neither ASSIGNORS nor any of them nor any other individual or entity has executed any presently effective

ASSIGNEE that:

THE ASSIGNORS hereby covenant and warrant to the

Note.
other instrument heretofore or hereafter given to secure the
under this ASSIGNMENT, the Note, the Mortgage or under any
them and of all other obligors (except ASSIGNEE), whether
obligation, covenant and agreement of ASSIGNORS and each of
C. The performance and discharge of each and every

given at any time to ASSIGNEE to secure the Note; and
ASSIGNMENT, the Note, Mortgage or under any other instrument
becoming due and payable to the ASSIGNEE, whether under this
B. Payment of all sums with interest thereon

STATEMENT:

to include said MORTGAGE, SECURITY AGREEMENT AND FINANCING
it being agreed that the term "Mortgage" shall be construed
as the "office", and which instruments encumber the PREMISES,
of Deeds of Cook County, Illinois (hereinafter referred to
corded concurrently herewith in the office of the Recorder
AGREEMENT AND FINANCING STATEMENT dated Oct 18 1987, re-
which Note is also secured by a certain MORTGAGE, SECURITY
Trustee payable to the order of and delivered to ASSIGNEE,
sum of EIGHTEEN MILLION DOLLARS (\$18,000,000.00) made by
tively referred to as the "Note", in the original principal
extensions or renewals hereof, if any (hereinafter collec-
NOTE bearing even date herewith, together with all amendments,
or hereafter due or to become due under that certain PROMISSORY
A. The payment of all sums and indebtedness now

assignment, made and delivered for the purpose of securing:
THIS ASSIGNMENT is a present and irrevocable

referred to herein as the "LEASES".
Each of said LEASES and all such guarantees, modifica-
tions, renewals and extensions relating thereto are collectively

and from all future leases of all or any part of the PREMISES
the use and occupation of all or any part of the PREMISES
(iv) all rents, income and profits arising from

PREMISES and not refunded to such lessees; and
to or any of them by lessees of all or any part of the
(iii) all LEASE security deposits at any time given

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prior assignment of the LEASES or rents of the PREMISES, nor of the income or profits arising therefrom;

(ii) neither ASSIGNORS nor any of them nor any other individual or entity has performed any act or executed any other instrument which might prevent ASSIGNEE from operating under any of the terms and conditions of this ASSIGNMENT or which would limit ASSIGNEE in such operation;

(iii) neither ASSIGNORS nor any of them nor any other individual or entity has executed or granted any modification whatsoever of any of the LEASES, except as indicated on the Schedule;

(iv) each of the LEASES is in full force and effect; and

(v) there are no uncured defaults actually known to ASSIGNORS nor to any of them or any lessor or lessee now existing under any of the LEASES.

THE ASSIGNORS further covenant with the ASSIGNEE:

(1) to observe and perform all the obligations imposed upon each lessor under each of the LEASES;

(2) not to do or permit to be done anything to impair the security of the LEASES as security for the obligations aforesaid;

(3) not to collect any of the rent, income and profits arising or accruing under any of the LEASES or from the PREMISES in advance of the time when the same shall become due;

(4) except as permitted in the Mortgage, not to execute any other assignment of the interest of any lessor in any of the LEASES nor any assignment of the rents arising or accruing from any of the LEASES or from the PREMISES, except an assignment to ASSIGNEE as security for the Note;

(5) except as permitted in the Mortgage, not to alter, modify, waive nor change the terms of any of the LEASES nor give any consent nor exercise any option permitted by such terms without the prior written consent of ASSIGNEE, which consent shall not be unreasonably withheld or delayed;

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1. So long as there shall exist no default by the ASSIGNORS which is not cured within applicable cure periods, if any, (1) in the payment of the principal sum, interest and indebtedness secured hereby and by the Mortgage and by every other instrument given at any time to secure the Note, and (ii) in the performance of every obligation, covenant and agreement to be performed by ASSIGNORS or any of them or any other obligor (except ASSIGNEE) under this ASSIGNMENT, the Note and Mortgage and under all other instruments given at any time to secure the Note and under all of the LEASES, then the ASSIGNORS shall have the privilege to collect, at the time of but not prior to the dates provided in the LEASES

THIS ASSIGNMENT is made on the following further terms, covenants and conditions:

- (6) not to cancel, terminate nor accept a surrender of, or any cancellation payment or cancellation premium under, any of the LEASES except to the extent an option to terminate is given to a tenant by the terms of its LEASE and the LEASE was theretofore approved by ASSIGNEE;
- (7) except as may be permitted under the Mortgage, not to enter into any new LEASE, nor consent to any assignment of or substituting under any of the LEASES;
- (1) none of the acts described in the foregoing clauses (1) through (7), both inclusive, shall be done or suffered to be done without in each instance obtaining the prior written consent of the ASSIGNEE; and any of such acts done by ASSIGNORS or any of them without the written consent of ASSIGNEE shall be null and void; provided, however, that with respect to any lease with an unexpired term of less than five (5) years pursuant to which the tenant occupies less than 15,000 square feet, Assignor shall have the right, without Assignee's prior written consent, to terminate such lease upon the tenant's default and expiration of cure periods, if any, provided for in said lease, so long as Assignor gives written notice to Assignee that it is taking such action;
- (8) at ASSIGNEE's request, but subject to Section 3.21 of the Mortgage, to specifically assign and transfer to the ASSIGNEE any and all subsequent leases of all or any part of the PREMISES; and
- (9) to execute and deliver, at the request of ASSIGNEE, all such further assurances, certifications and assignments with respect to the PREMISES as the ASSIGNEE shall from time to time require.

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for the payment thereof, all rents, income and profits arising under the LEASES or from the PREMISES, and to retain, use and enjoy the same.

2. ASSIGNORS, without the prior consent of ASSIGNEE, will not cause nor permit the leasehold estate under any of the LEASES to merge with the reversionary interest of ASSIGNORS or any of them in the PREMISES.

3. Upon or at any time after default, which is not cured within applicable cure periods, if any, either (1) in the payment of said principal sum, interest or other indebtedness secured hereby and by the Mortgage or secured by any other instrument given at any time to secure the Note or (ii) in the performance of any obligation, covenant or agreement to be performed by ASSIGNORS under this ASSIGNMENT, the Note, the Mortgage, or under any other instrument given at any time to secure the Note, then and in any such event ASSIGNEE shall be entitled, at its option and without in any way waiving such default and without regard to the adequacy of the security for said principal sum, interest and indebtedness secured hereby and by the Mortgage, to (1) obtain a court-appointed receiver of the PREMISES, or (2) either in person or by agent, take possession of the PREMISES and LEASE security deposits and have, hold, manage, lease, control and operate the PREMISES on such terms and for such period of time as ASSIGNEE may deem proper.

Additionally, ASSIGNEE, either with or without taking possession of the PREMISES or LEASE security deposits, in its own name or otherwise, may demand, sue for or otherwise collect, compromise 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 apply such rents, income and profits to the payment of:

(a) all costs and expenses of obtaining possession, managing, operating, maintaining and leasing the PREMISES, including, without being limited thereto, costs and expenses incurred for:

(1) the salaries, fees and wages of a managing agent, leasing agent and such other employees and agents as the ASSIGNEE may deem necessary or desirable;

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5. The ASSIGNEE shall not be obligated to perform or discharge, nor does the ASSIGNEE hereby undertake to perform or discharge, any obligation, duty or liability of any lessor under any of the LEASES or under or by reason of this ASSIGNMENT. The ASSIGNORS shall, and do 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 by ASSIGNEE under the LEASES or

4. The ASSIGNEE shall not be liable for any loss sustained by the ASSIGNORS or any of them resulting from the ASSIGNEE's failure to let the PREMISES after default nor from any other act or omission of the ASSIGNEE (other than (1) in collecting the rents, issues and profits of the PREMISES hereunder, or (2) if ASSIGNEE shall have taken possession of the PREMISES, in managing, operating, maintaining or leasing the PREMISES after default, unless in either case (1) or (2) such loss is caused by the willful misconduct or bad faith of the ASSIGNEE.

The exercise by the ASSIGNEE of the rights, powers, privileges, options and remedies granted to it in this Paragraph 3 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 ASSIGNORS under the Note or Mortgage or under any of the LEASES or this ASSIGNMENT or under any other security granted at any time to ASSIGNEE to secure the Note. Furthermore, ASSIGNORS agree that the exercise by ASSIGNEE of one or more of its rights, powers, privileges, options and remedies hereunder shall in no way be deemed nor construed to make ASSIGNEE a mortgagee in possession.

(b) the principal sum, interest and indebtedness secured hereby and by the Mortgage, together with all reasonable costs and attorneys' fees, all in such order of priority as to any of the items mentioned in this Paragraph 3 as ASSIGNEE in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

(iv) all alterations, renovations, repairs and replacements with respect to the PREMISES; and

(iii) premiums for all insurance which the ASSIGNEE may deem necessary or desirable;

(ii) taxes, charges, claims, assessments, water rents, sewer rents and any other charges which may become liens against the PREMISES;

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under or by reason of this ASSIGNMENT and from any and all claims and demands whatsoever which may be asserted against the ASSIGNEE by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the LEASES. If the ASSIGNEE incurs any such liability under the LEASES 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 by the Mortgage, and the ASSIGNORS shall reimburse the ASSIGNEE therefor immediately upon demand; and upon the failure of the ASSIGNORS so to do the ASSIGNEE may but need not, at its option, declare all sums secured hereby and by the Mortgage to be immediately due and payable.

6. It is further understood that this ASSIGNMENT shall not operate to place responsibility or liability upon the ASSIGNEE for any of the following:

(a) the control, care, management, leasing or repair of the PREMISES;

(b) the carrying out of any of the terms and conditions of any of the LEASES;

(c) any waste committed on the PREMISES or any part thereof by any lessee or other individual or entity;

(d) any dangerous or defective condition of, or hazardous or toxic substance found at any time upon, the PREMISES; nor

(e) any negligence in the management, upkeep, repair or control of the PREMISES resulting in loss, damage, injury or death to any lessee, licensee, agent, employee or stranger.

7. Upon payment in full of the principal sum, interest and all other indebtedness secured hereby and by the Mortgage, this ASSIGNMENT shall become and be void and of no effect; but the affidavit, certificate, letter or statement of any officer, agent or attorney of the ASSIGNEE showing any part of the principal, interest or indebtedness secured hereby to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this ASSIGNMENT; and every individual and entity may, and is hereby authorized and directed to, rely thereon.

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13. Nothing contained in this ASSIGNMENT and no act done or omitted by the ASSIGNEE pursuant to the rights,

all genders.

12. The singular of any terms used herein (including, without limitation, the term "LEASE") shall include the plural and the singular; and the use of any gender shall apply to

11. The term "LEASES", at the option of ASSIGNEE, includes any leases of all or any part of the PREMISES hereafter executed during the term of this ASSIGNMENT.

10. The ASSIGNORS agree that they will, from time to time, upon request therefor by ASSIGNEE, deliver to ASSIGNEE an executed counterpart of each and all of the LEASES then affecting all or any part of the PREMISES. ASSIGNORS further agree that ASSIGNEE and each of them will execute and deliver to ASSIGNEE such additional assignments as the ASSIGNEE may request covering any or all of the LEASES. Such assignments shall be on forms approved by the ASSIGNOR, and ASSIGNORS and each of them agree to pay all costs incurred in connection with the examination of the LEASES and the preparation, execution and recording of such assignments or any other related documents, including, without limitation, fees of ASSIGNEE's local counsel in connection therewith.

(b) 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.

(a) take or release other security for the payment of said principal sum, interest and indebtedness; and

9. The ASSIGNEE may:

8. The ASSIGNORS hereby authorize and direct each lessee named in the LEASES and each other or future lessee or occupant of the PREMISES, upon receipt from the ASSIGNEE of written notice to the effect that the ASSIGNEE is then the holder of the Note and 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 LEASES or from the use or occupation of all or any part of the PREMISES and to continue so to do until otherwise notified in writing by the ASSIGNEE.

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16. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that any representations, covenants, warranties and agreements made on the part of LA SALLE NATIONAL BANK, a national banking association, not personally but as Trustee as aforesaid, while in form purporting to be the representations, covenants, warranties, undertakings and agreements of LA SALLE NATIONAL BANK, as Trustee as aforesaid, are nevertheless each and every one of them, not made by LA SALLE NATIONAL BANK personally nor for the purpose or with the intention of binding LA SALLE NATIONAL BANK solely in the exercise of the powers conferred

15. Beneficiary warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Beneficiary or its co-venturers personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

14. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

13. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

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9. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

8. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

7. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

6. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

5. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

4. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

3. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

2. The parties hereto agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed properly given or served if (1) sent by registered or certified mail or (2) delivered in person or by messenger or (3) as may otherwise be permitted under the mortgage, if addressed to the ASSIGNEE or ASSIGNEE, as the case may be, at their respective addresses first mentioned above. Such address may be changed from time to time by any party hereto by serving a written notice on the other parties hereto in the manner provided in the Mortgage.

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upon and vested in it as Trustee; and that no personal liability
nor personal responsibility is assumed by nor shall at any
time be asserted nor enforceable against LA SALLE NATIONAL
BANK personally on account of this instrument nor on account
of any representation, covenant, undertaking, warranty or
agreement of the Trustee in this instrument contained, either
express or implied, all such personal liability, if any, being
expressly waived and released by every person now or hereafter
claiming any right or security hereunder; but nothing herein
contained shall impair nor affect (i) the liens and security
granted herein or (ii) the personal liability of any guarantor
of the indebtedness secured hereby.

IN WITNESS WHEREOF, the ASSIGNORS have duly executed,
sealed and delivered this ASSIGNMENT as of the date first
written above.

LA SALLE NATIONAL BANK, not
personally but as Trustee as
aforesaid

By: [Signature]
Its Assistant Vice President

ATTEST: [Signature]
By: [Signature]
Its Assistant Secretary
(Impress corporate seal here)

NILES PROPERTIES, an Illinois
limited partnership

By NILES PROPERTIES, Inc.,
General Partner

By: [Signature]
Its Vice President

By JOSEPH J. REED, General
Partner

[Signature]

(Impress corporate seal here)

ATTEST: [Signature]
By: [Signature]
Its (Assistant) Secretary

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The foregoing instrument was acknowledged before me this 18th day of October, 1988 by Scott J. Freed (Vice) President, and by Wendy S. Freeman (Assistant) Secretary, of NILES PROPERTIES, INC., an Illinois corporation, as general partner of NILES PROPERTIES, an Illinois Limited Partnership, on behalf of said corporation and said limited partnership.

Wendy S. Freeman
 "OFFICIAL SEAL"
 My Commission Expires 3/19/92

Wendy S. Freeman
 NOTARY PUBLIC

(Impress Notarial Seal Here)
 My Commission Expires 3/19/92

STATE OF ILLINOIS)
) COUNTY OF COOK)
 SS.)

The foregoing instrument was acknowledged before me this 18th day of October, 1988 by Joseph J. Freed General Partner of NILES PARTNERSHIP, an Illinois limited partnership, on behalf of the Partnership.

Wendy S. Freeman
 "OFFICIAL SEAL"
 My Commission Expires 3/19/92

Wendy S. Freeman
 NOTARY PUBLIC

(Impress Notarial Seal Here)
 My Commission Expires 3/19/92

STATE OF ILLINOIS)
) COUNTY OF COOK)
 SS.)

The foregoing instrument was acknowledged before me this 18th day of October, 1988 by Scott J. Freed President of LA SALLE NATIONAL BANK, a national banking association, on behalf of the association, as Trustee as aforesaid.

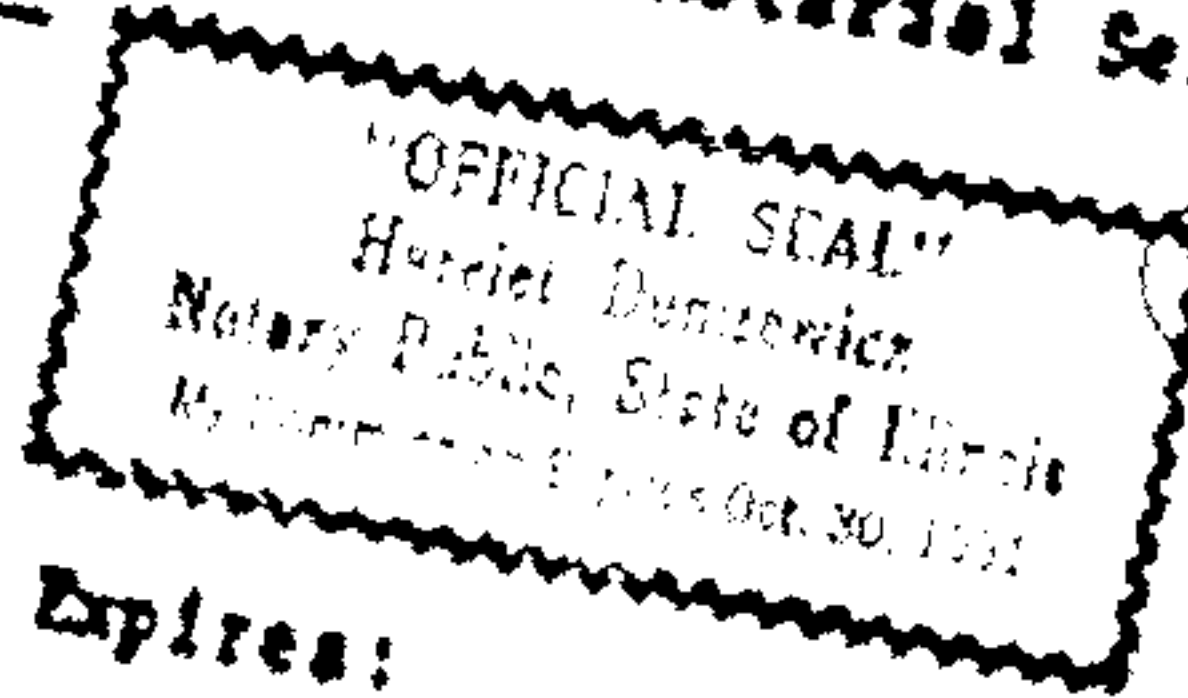
My Commission Expires:
 (Impress Notarial Seal Here)

Wendy S. Freeman
 NOTARY PUBLIC

STATE OF ILLINOIS)
) COUNTY OF COOK)
 SS.)

I, HARRIET DENISEWICZ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek Assistant Vice President of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice Assistant Secretary and Secretary respectively, appeared before me this day in whose names are subscribed to the foregoing instrument as their President and Assistant Secretary respectively, and as signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of SEP A.D. 1988



[Signature]
 Notary Public

RECORDED

Commission Expires: _____

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COMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 14 WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1,047.94 FEET, THENCE NORTHWESTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE 55.22 FEET TO THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE AS SAID LINE IS DESCRIBED IN THAT CAUSE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN INSURANCE COMPANY - CONDEMNATION - 60 'S' 9982 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 495.37 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AS AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALTRO AND CATINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SAID SECTION 14 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1,068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE WEST ALONG SAID PARALLEL LINE 149.23 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTH WEST 1/4 AND IN THE NORTH EAST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 35.62 FEET TO THE SOUTH EAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, A DISTANCE OF 137.22 FEET TO A POINT ON SAID LINE, 906.52 FEET EAST OF THE ANGLE POINT, 30.71 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE IN THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FEET TO A POINT ON A LINE 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT A

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 14 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

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NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION AS
 AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.26 FEET TO AN
 INTERSECTION WITH THE NORTHWESTLY LINE OF MILWAUKEE AVENUE, SAID
 NORTHWESTLY LINE BEING A LINE 33.0 FEET NORTHWESTLY, MEASURED AT
 RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF SAID ROAD AS SHOWN
 ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE
 SOUTHWESTLY ALONG SAID NORTHWESTLY LINE OF MILWAUKEE AVENUE, 218.11
 FEET TO AN ANGLE POINT IN SAID NORTHWESTLY LINE, BEING ALSO THE POINT
 OF INTERSECTION OF SAID LINE WITH THE NORTHWESTLY LINE OF MILWAUKEE
 AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING
 SOUTHWESTLY ALONG THE NORTHWESTLY LINE OF MILWAUKEE AVENUE AS PER
 SAID CONDEMNATION, 454.86 FEET TO AN ANGLE POINT IN SAID NORTHWESTLY
 LINE, SAID POINT BEING 53.70 FEET NORTHWESTLY OF THE CENTER LINE OF
 MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS DIVISION;
 THENCE CONTINUING SOUTHWESTLY ALONG THE NORTHWESTLY LINE OF
 MILWAUKEE AVENUE, 338.12 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK
 4 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEET EASTLY OF
 THE SOUTH WEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHWESTLY
 ALONG SAID NORTHWESTLY LINE OF MILWAUKEE AVENUE 94.0 FEET TO THE
 POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTHWESTLY 700.0 FEET,
 AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTLY LINE THEREOF, IN COOK
 COUNTY, ILLINOIS.

ALSO

PARCEL 2:

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE
 WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE
 NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 205.0 FEET, AS MEASURED ON
 THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE
 NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF,
 EXCEPT THAT PART THEREOF LYING SOUTHWESTLY OF A LINE DESCRIBED AS
 BEGINNING AT A POINT IN THE NORTHWESTLY LINE OF THE RESUBDIVISION OF
 GOLF HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF
 SECTION 14 SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTLY FROM
 A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE
 SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION
 AND 263.47 FEET NORTH AS MEASURED ON THE WEST LINE OF THE SOUTH WEST
 CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 14 (SAID
 POINT BEING 550.0 FEET NORTHWESTLY, MEASURED AT RIGHT ANGLES, OF THE
 CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK
 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS
 312.09 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0
 FEET NORTHWESTLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF
 MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT
 COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTLY TO AN

96208488

THE SOUTH 462.6 FEET OF THE NORTH 512.6 FEET OF THE WEST 85.02 FEET (AS MEASURED ALONG THE NORTH LINE AND ALONG THE SOUTH LINE) OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1940 AS DOCUMENT 12593211 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

COMMENCING AT THE SOUTH EAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY 95.65 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 75.00 FEET; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST 127.33 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 09 SECONDS EAST 75.00 FEET; THENCE SOUTH 2 DEGREES 29 MINUTES 51 SECONDS WEST 127.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

BLOCK 3 TAKEN FOR PUBLIC HIGHWAY, SAID TRACT BEING MORE PARTICULARLY PARALLEL WITH THE NORTH LINE THEREOF, AND ALSO EXCEPT THAT PART OF SAID LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHWESTERLY, COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SECTION 14 TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST SOUTH LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DRAWN NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 205.0 FEET, AS MEASURED ON NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF AND ALSO EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY AND ALSO EXCEPT A TRACT OF LAND, BEING PART OF THE FOLLOWING DESCRIBED PARCEL:

94203498

(B) PART OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS' DIVISION OF RANGE 12 EAST OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BLOCK 4 WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60 S 10942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4; THENCE SOUTHEASTWARD ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 99.43 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE WHICH IS 81 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 210.88 FEET; THENCE NORTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS' DIVISION FOR A DISTANCE OF 81.06 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE PLACE OF BEGINNING.

(A) PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS' DIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60 S 10942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4, THENCE NORTHWESTWARD ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 100 FEET; THENCE NORTHWESTWARD, AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 30.70 FEET TO A POINT IN A LINE WHICH IS 100 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4, THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 306.52 FEET; THENCE SOUTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 SAID SUPERIOR COURT COMMISSIONERS' DIVISION FOR A DISTANCE OF 100.08 FEET TO SAID NORTH LINE OF BLOCK 4, THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE PLACE OF BEGINNING;

Easements appurtenant to and for the benefit of parcels 1 and 2 for ingress, egress and parking as created by Easement Agreement and Second Amendment to Lease between Lasalle National Bank, as Trustee under Trust Agreement dated October 13, 1964 and known as Trust No. 31062, The Goodyear Tire and Rubber Company and Lasalle National Bank, as Trustee under Trust Agreement dated May 15, 1972 and known as Trust No. 44143, dated February 15, 1973 and recorded June 15, 1979 as document number 22363445, over the following described property:

UNOFFICIAL COPY

8201-03 Golf Rd Niles IL
Street Address:

09-14-200-026-0000
09-14-200-045-0000
09-14-200-048-0000
09-14-200-049-0000

PROPERTY TAX INDEX NO.:

88480246

THAT PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENTING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AND A LINE WHICH IS 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST HALF OF THE NORTH-EAST QUARTER AND PART OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 14; THENCE S. 89°56'56" E. ALONG SAID PARALLEL LINE, 201.25 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING S. 89°56'56" E. ALONG SAID PARALLEL LINE, 10.01 FEET; THENCE N. 2°21'29" E. ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 181.04 FEET TO THE SOUTH LINE OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTH-WEST QUARTER AND IN THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N. 99°56'56" W. ALONG SAID SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 10.01 FEET; THENCE S. 2°21'29" W. PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONER'S DIVISION, 181.14 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Perpetual easement appurtenant to and for the benefit of Parcels 1 and 2 for the construction, operation, replacement and maintenance of an underground 8-inch sewer line and any necessary underground facilities appurtenant thereto made by and between Lasalle National Bank, a national banking association, as Trustee under Trust Agreement dated October 13, 1964 and known as Trust Number 31062, Goodyear Tire and Rubber Company, an Ohio corporation, Pearle Vision Center, Inc., a Texas corporation and Lasalle National Bank, a national banking association, as Trustee under Trust Agreement dated May 15, 1972 and known as Trust Number 44143, recorded June 14, 1983 and known as Trust Number 26641880, in, upon, under, along and across the following described land, to wit:

PARCEL 3

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94209798

Property of Cook County Clerk's Office

| | | |
|---|--|---|
| 8/14/93 11/30/93 7/21/91 2/28/93 11/30/90 4/31/94 3/31/91 1/31/01 12/31/02 3/31/95 1/31/94 3/31/90 1/31/92 6/30/89 9/30/91 9/30/90 The Research Group Dr. Richard C. Kruger 8/31/89 9/30/89 Dr. Ronald M. Paul The Research Group 8/31/89 1/31/02 6/30/99 Wendy's Pearlle Optical 8/30/94 10/31/92 11/30/96 4/30/94 | Jewel Companies, Inc. The Computer Factory Cameo Cleaners Kids Mart Silk Plants Four Flags Fitness Club Rentallizing Tans Wicks Furniture F&M Distributors Euro-Style Crawford's Linen Outlet L'Image Siana German Bakery Trak Auto Dania The Research Group Dr. Richard C. Kruger 8/31/89 9/30/89 Dr. Ronald M. Paul The Research Group 8/31/89 1/31/02 6/30/99 Wendy's Pearlle Optical Montgomery Ward Sound Warehouse H & R Block, Inc. | April 24, 1973 September 30, 1983 September 16, 1980 February 24, 1988 November 27, 1987 August 18, 1988 March 13, 1986 May 12, 1980 December 4, 1987 January 31, 1985 September 27, 1983 March 30, 1981 December 12, 1986 January 30, 1984 April 25, 1986 January 17, 1980 June 18, 1979 July 12, 1979 December 11, 1987 January 29, 1976 October 11, 1978 February 6, 1978 June 11, 1987 July 22, 1986 September 21, 1988 |
|---|--|---|

| | | |
|-----------------------------|--|--|
| Expiration _____ Date | Name of Tenant or Description of Amendment OR Guaranty | Date of Lease or Guaranty or Amendment |
|-----------------------------|--|--|

SCHEDULE OF EXISTING LEASES, AMENDMENTS
AND GUARANTYS ASSIGNED HEREBY

UNOFFICIAL COPY

88480246

Property of Cook County Clerk's Office

BOX 333 - CC

FOLEY & LARDNER
Suite 330W
One Pierce Place
Itasca, Illinois 60143
Attention: James A. Winkler, Esq.
(312) 250-3900

This instrument was prepared by, and after recording, registra-
tion or filing please return to: