SECOND COLLATERAL ASSIGNMENT OF LEASES AND RENTS

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THIS SECOND COLLATERAL ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 28th day of March, 1988 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois corporation, not personally but solely as Trustee under Trust Agreement dated December 9, 1986 and known as Trust No. 100719-00 ("Borrower" or "Trustee"), with a mailing address at 33 North LaSalle Street, Chicago, Illinois, and 1740 NORTH MARSHFIELD PARTNERSHIP, an Illinois partnership ("Beneficiary") with a mailing address at 400 North May Street, Chicago, Illinois to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, ("Lender"), with a mailing address at 231 South LaSalle Street, Chicago, Illinois 60697, and pertains to the real estate described in Exhibit A attached hereto and made a part hereof ("Premises").

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RECITALS

- 1.1 Prior Loan. Borrower has executed and delivered to Lender a Mortgage Note (the "Prior Note") dated July 1, 1987 evidencing an indebtedness in the original principal sum of \$760,000 (the "Prior Loan").
- 1.2 Note. Borrower has executed and delivered to Lender a Mortgage Note ("Note") of even Jate herewith, wherein Borrower promises to pay to the order of Lender the principal amount of FOUR HUNDRED FIFTY THOUSAND AND NO/130 DOLLARS (\$450,000.00), or so much thereof as may now or hereafter be disbursed by Lender under the Note, in repayment of a loan from Lender to Borrower (the "Loan"), together with interest thereon.
- 1.3 Other Loan Documents. Borrower, Beneficiary and Alan H. Shure, Lynette A. Gaza and James L. Gaza (the "Guarantors") have, concurrently herewith, entered into a Loan Agreement with Lender pertaining to the Loan. As further security for the repayment of the Loan, Borrower has executed and delivered to Lender a Mortgage and Security Agreement ("Mortgage") of even date herewith, granting to Lender a second lien on the Premises,

This instrument was prepared by and should be returned to:

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John L. Wahlers, Esq.
Law Department (105/9)
Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

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and Borrower, Beneficiary and Guarantors have executed and delivered certain other loan documents further evidencing or securing the Loan and described in the Loan Agreement (the Note, the Loan Agreement, the Mortgage, this Assignment, and all such other loan documents, whether now or hereafter existing, are collectively referred to herein as the "Loan Documents").

1.3 Requirement for Assignment. As further security for the repayment of the Loan and for the payment and performance of all other Liabilities, in addition to the other Loan Documents, Assignor is required by the Loan Documents to execute and deliver to Lender this Assignment. Since Beneficiary is the sole beneficiary of Borrower, it is in the direct financial interest and to the benefit of Beneficiary as well as Borrower to induce Lender to make the Loan.

ΙI

THE GRANT

therefore, as additional security for the prompt payment when due of all principal of and interest on the Note; payment in full and periormance of all obligations of Borrower, Beneficiary and Guarantor under the Loan Documents; payment in full of all expenses and charges, legal or otherwise, including full of all expenses and charges, regar or concerned by Lender in ∞ attorney's fees and expenses paid or incurred by Lender in ∞ all obligations, indebtedness, and liability of Beneficiary and Trustee (and of any other borrower for whose indebtedness this Assignment is pledged as collateral) to Londor, whether such obligations, indebtedness, or liability are now existing or horanfter created, direct or indirect, accolute or contingent, joint and several or joint or several, due or to become due, however created, evidenced, or arising and however acquired by Lender and all renewals and extensions thereof collectively, the "Liabilities") and in consideration of the matters recited above, Assignor hereby grants, seles, assigns, and transfers to Lander all of Assignor's right, title and interest in, to, and under the following (collectively, the "Assigned Security"):

- (n) That certain lesse or those certain lesses described in Exhibit B attached hereto and made a part hereof (collectively "Identified Leases");
- any and all leases, options, contracts for sale, or (b) other agreements executed hereafter for the occupancy, sale or use (including concessions) of all or any part of the Promises (collectively "Future Leases");

- any and all addenda, extensions, renewals, amendments, (c) and modifications, to or of the Identified Leases and Future Leases, whether now or hereafter existing (being referred to herein collectively with the Identified Leases and Future Leases as the "Leases," and each of the Leases being referred to herein as a "Lease");
- (d) all rents, escrow deposits, income, revenues, issues, profits, condemnation awards, use and occupancy payments, damages, monies and security payable or receivable under or with respect to the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, and profits arising from the Leases or from the use and occupation of all or any portion of The Premises described in any of the Leases or in the Nortgage (collectively "Rents");
- all proceeds payable under any policy of insurance (e) covering loss of Rents for any cause ("Insurance Proceeds");
- all rights, powers, privileges, options and other benefits of assignor as lessor under such Leases (collectively "essignor's Rights"), including, without (f) limitation, (a) the immediate and continuing right to receive and collect all Rents, and (b) the right to make all waivers, agreements and settlements, to give and receive all notices consents and releases, to take such action upon the happening of a default under any of the Leases, including the commencement, conduct and Cconsummation of such legal proceedings as may be permitted under any provision of any of the Leases or by law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under any of the Leases; and
- (g) all guaranties of the tenants' performance of the Leases ("Guaranties"),

This Assignment constitutes a present, perjected and absolute assignment. This Assignment confers upon bender a power coupled with an interest and cannot be revoked by Assignor,

III

GENERAL AGREEMENTS

- 3.1 Present Status. Borrower represents and Beneficiary warrants that:
 - (a) Assignor is the sole owner of the entire lessor's interest in the Identified Leases;

- (b) the Identified Leases are and will remain valid and enforceable and have not been altered, modified, or amended in any manner whatsoever except as may be herein set forth;
- (c) neither Assignor nor any lessee is in default under any of the terms, covenants, or conditions of the Identified Leases;
- (d) other than this Assignment and assignments and security interests given to secure the Prior Loan, no Rent has been assigned or anticipated and no Assignor's Rights or Guaranties have been assigned;
- (e) no Rent for any period subsequent to the date of this Assignment, other than security or other deposits provided for in the Leases, has been collected in advance of the times when due under the terms of the respective Identified Leases; and Assignor shall not claim or permit any lessee or any person in possession of any portion of the Premises to claim any right of set-off against any such Rent; and
- (f) Assignor will upon request deliver to Lender true and complete copies of all Identified Leases described in Exhibit B and that such Identified Leases are all of the Leases currently in effect affecting the Premises.
 - 3.2 Future Performance. Assignor covenants:
- (a) to observe and perform all of the obligations imposed upon the lessor under the Leasez and not to do or permit to be done anything to impair the security thereof;
- (b) not to collect any of the Rents, other than security or other deposits provided for in the Leases, in advance of the time when the same becomes due;
- (c) not to hereafter assign, sell, pledge, or encumber any of the Assigned Security except as hereinafter set forth;
- (d) at Lender's request, to assign and transfer to Lender specifically in writing any and all Future Leases and to execute and deliver, at the request of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require;

- (e) to warrant and defend the Assigned Security against all adverse claims, whether now or hereafter arising;
- (f) at its sole cost and expense, to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease, Assignor's Right and Guaranty;
- (g) to observe and comply with all provisions of law applicable to the operation, use, occupancy, maintenance and ownership of the Premises;
- (h) to give prompt, written notice to the Lender of any notice given by a lessee claiming default on the part of the Assignor with respect to any Lease, Assignor's Rights or Guaranty, and to also at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Assigned Security;
- (i) if any of the leases provide for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, the Assignor shall furnish rental insurance to Lender in amount and form, and written by insurance companies, as shall be satisfactory to Lender; and
- of the Assigned Security to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is now, or may pursuant to its terms become, subordinate; nor terminate, modify or amend any of the Leases, Assignor's Rights or Guaranties or any of the terms thereof without the prior written consent of Lender, and any attempted termination, modification or amendment of any of the Leases, Assignor's Rights or Guaranties without such written consent small be null and void.

IV

DEFAULTS AND REMEDIES

- 4.1 Absence of Default. Although this Assignment is intended to be a present assignment, Assignor shall have the right to collect at the time of, but not prior to, the payment dates provided in the Leases, all Rents, and to retain, use, and enjoy the same; provided that none of the following events shall occur, each of which shall constitute a default ("Default") hereunder:
 - (a) Assignors failure to timely pay, perform or observe any provision of this Assignment;

- (b) default in the payment or performance of the Liabilities;
- (c) Lender's finding that any statement, representation or warranty made herein by Trustee or Beneficiary is untrue or incomplete in any material respect;
- (d) a default, "Event of Default" or "Default" pursuant to the Note or any of the other Loan Documents; or
- (e) a default, "Event of Default" or "Default" pursuant to the Prior Note or any other document evidencing or securing the Prior Loan.

All Rents which accrue prior to a Default but are paid thereafter shall be paid to the Lender.

- 4.2 Exercise of Lender's Rights. Any time after the occurrence of a Default, Lender may, at its option, take the actions described below, without in any way waiving such Default, without notice and without regard to the adequacy of the security for the Liabilities. Lender may act either in person or by an agent of by a receiver appointed by a court.
 - (a) take possession of all or any part of the Premises or any other property described in any or all of the Leases, the Mortgage and the other Loan Documents, to have, hold, manage, lease, sell, and operate the same on such terms and for such periods of time as Lender may deem proper;
 - either with or without taking possession of such Premises, in Lender's own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs, or replacements to or of any part of the Premises as may seem proper to Lender and to apply such Rents, in payment of any or all of the following, in such order and manner as Lender may in its sole discretion determine, any statute, law, custom, or use to the contrary notwithstanding:
 - (1) all expenses of managing the Premises, including, without limitation, the salaries, fees, and wages of any managing agent and such other employees as Lender may deem necessary or desirable;
 - (ii) all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, and premiums for all insurance that Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements;

- (iii) all expenses incident to taking and retaining possession of the Fremises; and
 - (iv) the Liabilities, including, without limitation, all costs and attorneys' fees;
- (c) at Lender's option, perform Assignor's obligations hereunder or pursuant to any of the Assigned Security, or cure Assignor's default, in such manner and to such extent as Lender deems appropriate;
- (d) make, enforce, modify and accept surrender of the Leases, Assignor's Rights and Guaranties;
- (e) perform any and all other acts necessary or proper to protect the security of this Assignment;
- apply for, and the Assignor hereby consents to, the appointment of a receiver of the Premises or any portion thereof, whether or not foreclosure proceedings have been commenced under the Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred; and
- (g) avail itself of any rights, powers or remedies granted in the other Loan Documents, which remedies are cumulative to those granted herein.

The Assignor hereby appoints irrevocably the Lender its true and lawful attorney in its name and stead and authorizes Lender to take any or all of the actions described above. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without Lender's written consent. The exercise by Lender of the rights, powers and remedies granted it in this Paragraph 4.2, collection of the Rents and their application as provided herein, shall not be considered a waiver of any Default. Assignor's obligations hereunder shall survive foreclosure of the Mortgage, and Assignor covenants to observe and comply with all its obligations under this Assignant and the other Loan Documents throughout any period of redemption after foreclosure of the Mortgage.

4.3 Non-Liability of Lender and Indemnity. Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to let the Premises after a Default or from any other act or omission of Lender in managing, using, occupying or maintaining the Premises after a Default unless such loss is directly and solely caused by the willful misconduct and bad faith of Lender. Nor shall Lender be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability of Assignor or any other party under any Assigned Security or under or by reason of this Assignment. This Assignment shall not operate to make

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Lender responsible for (i) the control, care, management, or repair of the Premises; (ii) the carrying out of any of the terms and conditions of any Lease; (iii) any waste committed on the property by the lessees or by any other parties or for any dangerous or defective conditions of the Premises; or (iv) any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee, or stranger. This Assignment shall not be construed as constituting the Lender a "mortgagee in possession" of the Premises. Lender has not received any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the tenant under such Lease.

Assignor thall, and does hereby agree to, protect, defend, indemnify, and hold Lender harmless from and against any and all claims, liability, loss, cost, damage or expense, including reasonable attorney's fees, which Lender may or might incur by reason of (a) the Lenses, Lessor's Rights or Guaranties; (b) this Assignment; (c, any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants, or agreements contained in the Leases; or (d) any action taken or omitted by Lender or its agents under this Assignment, unless constituting willful misconduct or gross negligence. Should Lender incir any such liability, loss or damage, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be paid by Assignor upon demand of Lender and shall constitute a part of the Liabilities.

- 4.4 Continued Effectiveness. Upon rayment in full of the Liabilities, this Assignment shall become rad be void and of no effect. The affidavit, certificate, letter, or statement of any officer, agent, or attorney of Lender stating any part of such Liabilities to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may, and is hereby authorized to, rely thereon.
- 4.5 Collection of Rent. Assignor hereby and irrevocably authorizes and directs the lessee named in any Lease, whether now or hereafter existing, the occupant of all or any part of the Premises, or the obligor named in any Guaranty, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that a Default exists, to pay over to Lender all Rents, arising or accruing under such Lease or from all or any part of the premises described therein and to continue so to do until otherwise notified by Lender. Assignor agrees that lessees shall have the right to rely upon such demand and notice from Lender and shall pay such Rents to Lender

without any obligation or right to determine the actual existence of any such Default or the Lender's right to receive such Rents, notwithstanding any notice from or claim of Assignor to the contrary, and without the need for a judicial determination that a Default has occurred. Assignor shall have no right or claim against such lessees for any such Rents so paid by tenants to Lender. Assignor agrees that it will at Lender's request take such action as Lender may from time to time request to assist Lender in exercising any rights hereunder, including joining in a written direction to lessees to pay Rents to Lender.

- 4.6 Other Security. Lender may take or release other security for the Liabilities, release any party primarily or secondarily liable therefor, apply any other security held by it to the satisfaction thereof; all without prejudice to any of its rights under this Assignment.
- 4.7 Maivers. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the rights, powers and remedies granted it shall be deemed to be a waiver by Lender of its rights, powers and remedies under the other Loan Documents. This Assignment is made and accepted without prejudice to any of the rights, powers and remedies possessed by Lender under any of the other Loan Documents. The right of Lender to collect the Liabilities and to enforce any other security held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.
- d.8 Amounts Held in Trust for Londer. Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment, and any amounts received by Assignor as Rents, from and after the date of any Default shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Lender.

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- Notices. Except as otherwise provided by law, any notice that Lender or Borrower or Beneficiary may desire or be required to give to either of the others shall be given as in the Loan Agreement. Except as otherwise specifically required, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.
- 5.2 Governing Law. The place of negotiation, execution, and delivery of this Assignment, the location of the Premises, and the place of payment and performance under the Loan Documents being Illinois, this Assignment shall be construed and enforced according to the laws of that State,
- Severability. If any provision of this Assignment, or any paragraph, sentunce, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included.
- Headings. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions of this Assignment.
- Grammar. As used in this Assignment, singular and plural nouns, and masculine, femining, and neuter pronouns, shall be fully interchangeable where the conjext so requires.
- This Assignment shall be α 5.6 Successors and Assigns. binding upon Borrower, its successors, assigns, legal representatives, and all other persons or entities claiming binding under or through Borrower. This Assignment shall be binding upon Beneficiary, its successors, assigns, legal representatives and all other persons or entities claiming under or through α Beneficiary. The word "Lender," when used herein, shall include α Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.
- 5.7 <u>Conflicts</u>. In case of any conflict between the terms of this Assignment and those of the Mortgage, the terms of the Mortgage shall prevail.
- Joint and Several Liability. Beneficiary and Borrower shall be jointly and severally liable hereunder. An action to enforce this Assignment may be brought against either Beneficiary or Borrower without any requirement of joinder of the other party in such action. Any amounts due under this Assignment may be recovered in full from either Beneficiary or Borrower.

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- 5.9 Subordination. The lien and security interest granted to Lender, the duties and obligations of Borrower and Beneficiary and the rights, remedies, privileges and elections of Lender hereunder are subject and subordinate to the lien, security interests, rights, remedies, privileges and elections of the lender holding the first mortgage lien on the Premises.
- 5.10 Trustee Exculpation. This Assignment is executed and delivered by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. The Trustee hereby personally warrants that it possesses full power and authority to execute and deliver this Assignment. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability on the Trustee personally to pay or perform the Liabilities secured by this Assignment or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

In Witness Whereof, Forrower and Beneficiary have caused this Assignment to be executed as of the date stated above.

BORNOWER:

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
not personally but solely
as Trustee as Aforesaid

[SEAL]

ATTEST:

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Title:

BENEFICIARY:

1740 NORTH MARSHFIELD PARTNERSHIP, an Illinous Genebal Partnership

Alan H. Shure, general partner

Lynette A. Gaza, general partner

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COUNTY OF COOK)SS.

This instrument was acknowledged before me on that they 1988 by ALAN H. SHURE and LYNETTE A. GAZA, as general partners of the 1740 NORTH MARSHFIELD PARTNERSHIP, an Illinois General rship of Cook County Clark's Office Partnership.

My Commission expires:

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

SUB-LOTS 1, 2, 3, 4, 5, AND 6 IN C. J. HULL'S SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 8 IN OGDEN ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 15, 16, 17 AND 18 IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION IN CASE 23474 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE SCUTHWOOD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PRIVATE ALLEY LYING WEST AND ADJOINING SAID LOTS 1 TO 6 INCLUSIVE IN SAID C. J. HULL'S SUBDIVISION AFORESAID ALSO THE SOUTH 1/2 OF THE EAST AND WEST 18 FOOD VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE MORTH LINE, AND SAID NORTH LINE EXTENDED WEST TO THE WEST LINE OF AFORESAID PRIVATE ALLEY, OF AFORESAID LOT 6 IN C. J. HULL S SUBDIVISION AND THE SOUTH 1/2 OF THE EAST AND WEST 19 FOOT VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING AFORESAID LOTS 15, 16, 17 AND 18 IN THE SUBDIVISION BY COMMISSIONERS IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL THAT PART OF LOTS 1 TO 29 INCLUSIVE IN COLGATE'S RESUBDIVISION OF LOTS 6 TO 14 INCLUSIVE IN THE SUBDIVISION BY THE COMMISSIONERS, IN PARTITION IN CASE 23474 CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE SOUTHWOOD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO OF THE VACATED ALLEY LYIN, EAST OF LOTS 9 TO 16 IN THE ABOVE SAID RESUBDIVISION, AND ALSO OF THE SOUTH 1/2 OF THE EAST AND WEST 19-FOOT VACATED PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 22 AND 23 IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION IN CASE 23474 CIRCUIT COURT OF THE SOUTHWOOD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF AFORESAID EAST AND WEST 19-FOOT VACATED ALLEY AND THE EAST LINE EXTENDED NORTH OF SAID LOT 17 IN COLGATE'S RESUBDIVISION; THENCE WEST ALONG SAID CENTER LINE, AND SAID CENTER LINE EXTENDED WEST, OF EAST AND WEST 19-FOOT VACATED PUBLIC ALLEY TO A POINT IN THE WEST LINE OF LOT 2 IN SAID COLGATE'S RESUBDIVISION, THENCE SOUTH ALONG THE WEST LINE OF

SAID LOT 2 IN SAID COLGATE'S RESUPDIVISION TO A POINT 150.5 FEET NORTH FROM THE SOUTH WEST CORNER OF LOT 9 IN SAID COLGATE'S RESUBDIVISION, THENCE SOUTHEASTERLY TO A POINT IN THE SOUTH LINE OF SAID LOT 9, 90 FEET EAST FROM THE SOUTH WEST CORNER THEREOF, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 9, THE VACATED ALLEY AND LOT 19 IN THE SAID COLGATE'S RESUBDIVISION 69.14 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF SAID LOT 19; THENCE NORTH ALONG THE EAST LINE, AND SAID EAST LINE EXTENDED NORTH OF SAID LOTS 19, 18 AND 17 IN SAID RESUBDIVISION TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF LOT 3 IN BLOCK 8 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A STRAIGHT LINE DRAWN BETWEEN A POINT ON THE EAST LINE OF RACINE AVENUE (FORMERLY NORTH CENTER AVENUE) WHICH IS A DISTANCE OF 101.11 FEET SOUTH OF THE SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE AND A POINT ON THE WEST LINE OF MAY STREET) WHICH IS A DISTANCE OF 100.97 FEET SOUTH OF THE SAID SOUTH LINE OF HUBBARD STREET, (FORMERLY AUSTIN AVENUE) ALSO THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY ADJACENT TO THE SOUTH LINE OF SAID LOT 3 IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF LOT 5 AND LOTS 19 TO 23 (BOTH INCLUSIVE) AND THE VACATED NORTH AND SOUTH ALLEY ADJACENT TO THE WEST LINE OF SAID LOT 23 AND ADJACENT TO THE SAID WEST LINE OF LOT 23 PRODUCED SOUTH TO THE CENTER LINE OF THE VACATED EAST AND WEST ALLEY IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION CASE NO. 23474 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE 3 ACRES IN THE SOUTH NEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A STRAIGHT LINE DRAWN BETWEEN A POINT ON THE EAST LINE OF RACINE AVENUE, (FORMERLY NORTH CENTER AVENUE) WHICH IS A

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DISTANCE OF 101.14 FEET SOUTH OF THE SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE) AND A POINT ON THE WEST LINE OF MAY STREET WHICH IS A DISTANCE OF 100.97 FEET SOUTH OF THE SAID SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE) ALSO ALL OF THE MORTH 1/2 OF VACATED EAST AND WEST ALLEY ADJACENT TO THE SCUTH LINE OF SAID LOTS 19 TO 23 IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOTS 1, 2, 15 AND 16 IN COLGATE'S RESUBDIVISION OF LOTS 6 TO 15 INCLUSIVE, IN THE CIRCUIT COURT PARTITION OF 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSH(P) 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE PART OF AFORESAID LOTS 2 AND 15 WHICH LIES SOUTH OF THE CENTER LINE PRODUCED WEST OF THE VACATED EAST AND WEST ALLEY WHICH LIES SOUTH OF AND ADJACENT TO LOT 23 IN AFORESAID CIRCUIT COURT PARTITION) IN COOK COUNTY, ILLINOIS

Common Street Address: 400 N. hay Street

Chicago, Clinois

Permanent Index Nos.: 17-08-254-011 / pole 1000 1

17-08-254-012 / 10 18 A P O

17-08-254-018 / 10/9 AN AKO 17-08-254-004 3 AAC

17-08-254-014 5 APO 17-08-254-017 3 ARO

EXHTBIT B

IDENTIFIED LEASE(S)

Lesson; Lesson; Dated; Term;	International Components Corporation 1740 N Marshfield Partnership 0/1 1987 6/1/87 - 5/31/92
Lesseer Lessor; Dated; Term;	Pentagon Pattern & Engineering Company 1740 N Marshfield Partnership 12/9 , 19 86 12/9/86 - 12/8/92
Lessee; Lesser; Dated; Term; Lessee;	Joans Caracy Photography 1746 W Morshile 1d Portnership 1271
hessor; Darod; Torm;	Abrens Photoscophy 1740 N Morshile : Partnership 2/15
Lessee; Lesser; Dated; Term;	Lou Helser ASID 1740 N Marshfield Partners IP 3/15
Lossoc; Lossoc; Dutod; Torm;	DEZ Ortginals 1740 N Marshfield Partnership 3/11 , 19 88 5/1/88 - 4/30/90