## UNOFFICIAL COPY

1999 FOD 1 PM 1 08

89859862

ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT is made jointly and severally as of the day of January, 1989 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under Trust Agreement dated May 8, 1986 and known as Trust Number 67342 (hereinafter referred to as the "Borrower") and 5 STAR VENTURE, an Illinois limited partnership (hereinafter referred to as the "Beneficiary", whether one or more) (Borrower and Beneficiary are hereinafter collectively referred to as "Assignor"), whose mailing address is c/o Hiffman Shaffer Anderson, Inc., 118 S. Clinton, Suite 700, Chicago, Illinois 60606, to and for the benefit of WASHINGTON NATIONAL INSURANCE COMPANY, an Illinois corporation, whose mailing address is 1630 Chicago Avenue, Evanston, Illinois ('rereinafter referred to as "Assignee").

#### WITNESSETH:

WHEREAS, Borrower is, or will shortly become, the holder and owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"); and,

WHEREAS, Borrower has concurrently herewith executed and delivered to Assignee a certain Principal Note in the principal amount of ONE MILLION ONE MUNDRED TWENTY-SEVEN THOUSAND AND NO/100 (\$1,127,000.00) DOLLARS (said Principal Note is hereinafter referred to as the "Note"), which Note is secured by a Mortgage encumbering the Property (hereinafter referred to as the "Mortgage") and by other collateral and security focuments securing or executed in connection with the debt evidenced by the Note in favor of Assignee (this Assignment, the Mortgage and such other collateral and security documents are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, Beneficiary owns one rundred (100%) percent of the beneficial interest under said Trust Agreement, but has no legal or equitable interest in the Property.

NOW, THEREFORE, for the purpose of securing payment of the indebtedness evidenced by the Note and the payment of all advances and other sums with interest thereon becoming ove and payable to Assignee under the provisions hereof or of the Note and the Loan Documents, or any sums secured by said instruments, and the performance and discharge of each and every obligation covenant and agreement of Assignor herein or arising from the Note and Loan Documents, and also in consideration of TEN AND NO/10/ (\$10.00) DOLLARS, the receipt whereof is hereby acknowledged; it is hereby agreed as follows:

1. Assignment Clause. Assignor, intending to be legally bound and in consideration of the making of the loan represented by the Note, does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all rents, issues and profits of the Property, including but not limited to all right, title and interest of Assignor, in and to those leases

THIS DOCUMENT PREPARED BY:

\* MALL TO: Robert S. Blatt Katz Randall & Weinberg 200 North LaSalle Street Suite 2300 Chicago, Illinois 60601 (312) 807-3800

KRW File No. 3048.90

#### COMMON PROPERTY ADDRESS:

O'Hare Lakes Office Plaza 2200-2400 East Devon Avenue Des Plaines, Illinois

PERMANENT INDEX NUMBERS:

09-33-401-020 09-33-401-023

09-33-401-024 09-33-401-025

09-33-401-026

BOX 333 - Tri

of all or of portions of the Property (if any), as may be listed in Exhibit "B" attached hereto and made a part hereof and any leases which may be hereafter entered into for all or any portion of the Property (hereinafter referred to as the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Assignor and the benefit of any guarantees executed in connection with any of the Leases. This Assignment is absolute and is effective immediately; provided, however, that until notice is sent by Assignee to the Assignor in writing that an event of default has occurred under the Note or under any other Loan Document (each such notice is hereinafter referred to as the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Property. The security of this Assignment is and shall be primary and on a parity with the Property conveyed by the Mortgage, and not secondar. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure \$1.1d indebtedness contained in the Mortgage or in any other Loan Occument.

- that: (i) there is no lease in effect with respect to the Property which is not listed on the aforesaid Exhibit "B" (if so attached); (ii) it has made no prior assignment or pledge of the rents assigned hereby or of the Assignor's interest in any of the Leases, except that Assignor has previously executed and delivered to The Lincoln National Life Insurance Company ("Lincoln"), successor by merger to Lincoln National Pension Insurance Company (a) its First Mortgage Real Estate Note (the "Lincoln First Note") dated June 1, 1986, in the original principal amount of \$32,000,000.00; (b) its First Mortgage and Security Agreement, Assignment of Rents and Profits and Assignment of Leases (collectively, the "Lincoln First Mortgage") encumbering the Property to secure the Lincoln First Mote; (c) its Second Mortgage Real Estate Note (the "Lincoln Second Note") dated June 1, 1986, in the original principal amount of \$3,000,000.00; and (d) its Second Mortgage and Security Agreement, Assignment of Rents and Profits and Assignment of Leases (collectively, the "Lincoln Second Mortgage") encumbering the Property to secure the Lincoln Second Mortgage") encumbering the Property to secure the Lincoln Second Mortgage") encumbering the Property to secure the Lincoln Second Mortgage") encumbering the Property to secure the Lincoln Second Mortgage") encumbering the Property to secure the Lincoln Second Mortgage") encumbering the Property to secure the Lincoln Second Mortgage") encumbering the Property to secure the Lincoln Second Mortgage and Security Agreement, Assignment of Rents and Profits and Assignment is subject to the above-described interests of Lincoln; (iii) no default exists under the FAA Lease described in Exhibit "B" and there exists no state of fact which, with the giving of Notice or lapse of time or reth, would constitute a default thereunder; (iv) the FAA Lease has not been modified except as shown in Exhibit "B"; (v) Assignor is the sole owner of the landlord's interest in the Leases; (vi) the Leases are valid and
- 3. <u>Subordination</u>. This Assignment is subject and subordinate in all respects to the Lincoln First Mortgage and Lincoln Second Mortgage (and to all additional security for the indebtedness secured thereby) and to all renewals, extensions, modifications, increases, increases in interest rate and future advances thereunder. The rents, income, issues and profits of the Property, if collected by Assignee, Lincoln, or any receiver, shall be applied first to the obligations secured by the Lincoln First Mortgage and Lincoln Second Mortgage, in that order, including principal and interest due and owing on or to become due and owing on the notes secured thereby and then to the payment of maintenance, operating charges, taxes, assessments and disbursements incurred in connection with the ownership, operation and maintenance of the Premises.

- Negative Covenants of Assignor. Assignor will not, without Assignee's prior written consent, (i) execute an assignment or pledge of the rents from the Property or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; or (ii) modify, extend or otherwise alter the terms of the FAA Lease described in Exhibit "B"; or (iii) modify, extend or otherwise alter the terms of any of the Leases other than the FAA Lease or of any guarantees of any of the Leases except in the ordinary course of business; or (iv) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; or (v) execute any lease of all of the Property; or (vi) in any manner impair the value of the Property; or (vii) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent; or (viii) consent to any assignment of the FAA Lease or any subletting thereunder, or consent to any assignment of any Leases other than the FAA Lease or any subletting thereunder except in its ordinary course of outiness.
- 5. Affirmative Covenants of Assignor. Assignor will its sole cost and expense (i) fulfill and perform each and every covenant and condition of each of the Leases by the landlord Assignor will at thereunder to be culfilled or performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (iii) appear in and offend any action or proceeding arising under, growing cut of or in any monner connected with the Leases or the obligations, duties or liabilities of Assignor, as Lessor, and of the lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (iv) transfer and assign to Assignee any and all Leases subsecuently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all lessees of the Property or any part thereof, the terms of their respective tesses, the spaces occupied and the respective tesses, the spaces occupied thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; (vi, exercise within five (5) days of the demand therefor by Assignee any right to request from the lessee under any of the Leases a certificate with respect to the status thereof; (vii) furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any lessee of the Property or any part thereof; (viii) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the default rate provided in the Note; and (ix) furnish loss of rents insurance in accordance with the provisions of the Mortgage.

#### Agreement of Assignor

A. Should Assignor fail to make any payment or to lo any act as herein provided for, then Assignee, but without obligation so to do, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.

- B. This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Assignee and Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or actions of Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assign(r) shall reimburse Assignee therefor with interest at the default rate provided in the Note immediately upon demand.
- C. Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.
- D. A demand on car lessee by Assignee for the payment of the rent on any default claimer by Assignee shall be sufficient warrant to the lessee to make future payment of rents to Assignee without the necessity for furthe. consent by Assignor.
- E. Assignor does further specifically authorize and instruct each and every present and ruture lessee of the whole or any part of the Property to pay all unpoid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.
- F. Upon issuance of a deed or deeds pulsuant to a foreclosure of the Mortgage, all right, title and interest of the Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further ac: or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney-in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.
- G. 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, income, issues, or profits from the Premises from and after the date of any default under the Note or under any of the Loan Documents, which default shall not have been cured within the time periods, if any, expressly established therefor, shall be held by Assignor as Trustee for Assignee and Lincoln and all such amounts shall be accounted for to Assignee and Lincoln 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 Assignee and Lincoln 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 Assignee.

- H. Beneficiary hereby irrevocably appoints Assignee as its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Beneficiary, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject Property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignie may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the subject Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.
- I. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee and Lincoln, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Assignee may elect.
- 7. Default. Upon, or at any time arter, default in the payment of any indebtedness secured hereby or in the performance of any other obligation, covenant, or agreement herein or in the Note or the Loan Documents, Assignee may, at its option, from and after the Notice and expiration of applicable period of graie, if any, and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof; and do any acts which Assignee deems proper to protect the security hereof; and, either with or without taking possession of said Property, in the name of Assignor or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually

receives from the Property. The entering upon and taking possession of said Property or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Documents or the Note. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of said rents, and will, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

- Assignee's Right to Exercise Remedies. No remedy conferred upon or reserved to Assignee herein or in the Loan Documents or the Note or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Note or the Loan Documents, contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or nereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Assignor and or the Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.
- 9. <u>Defeasance</u> As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein, or in the Note or Loan Documents, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms or conditions 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. person may and is hereby authorized to rely thereon,

#### 10. Miscellaneous

- This Assignment may not be modified amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sough(.
- The covenants of this Assignment shall bind the Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, lessees and sub-lessees of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns.
- C. As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several.
- D. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.
- In the event any one or more of the provisions contained in this Assignment or in the Note, or in the Loan

Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

- This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.
- G. Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated addresses of the Assignor, or to such other address as Assignor may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.
- H. The term "Assignor," "Assignee", "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or femining gender, corporate or other form, and the singular shall likewise include the plural.
- Trustee's Exculpation. This Assignment is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under I tust Agreement dated May 8, 1986 and known as Trust No. 67342 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, coverants and conditions to be performed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Assignment.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under Trust Agreement Laced May 8, 1986 and known as Trust Number 67342

ATTEST:

Its:

ASSISTANT SECRETARY

**BENEFICIARY:** 

STAR VENTURE, an Illinois limited partnersMip

General Partner

89059862

	A-1-1
	F/ C/m
	General Partner
	les tomas T. 3
	General Partner
	1/1 F/1
	General Partner
The indersigned consent to the	provisions of the foregoing
Assignment of Rents and Lessor's	Interest in Leases.
	THE LINCOLN NATIONAL LIFE
	INSURANCE COMPANY, an Indiana
	corporation,
	Part ( )
	Name: R. J. Rectanus
O <sub>j</sub> c	Title: Second Vice President
′ ∩	
ATTEST:	
Kathleen Between	
Name: Kathleen Peterson	
Title: Assistant Secretary	
	· O ,
STATE OF ILLINOIS )	- C <sub>2</sub>
COUNTY OF CO O K )	*/2x
COUNTY OF CO O R	
for the said County, in the State	, a Notary Public in and
that Poter H. Johanson	. as word Win President
and J. MICHAEL WHELAN	, as ASSISTANT WORK AND SECRETARY OF
AMERICAN NATIONAL BANK AND TRUST	
under Trust Agreement dated May 8, No. 67342, who are personally know	, 1986, and known as Trust
whose names are subscribed to the	foregoing instrument as
whose names are subscribed to the such President ar	nd Middian Mormany Secretary of
said Bank, respectively, appeared	before me this day in person and
acknowledged that they signed and their own free and voluntary act a	and as the free and voluntary act
of said Bank for the uses and purp	ooses therein set forth; and
said Secretary did	then and there acknowledge that
he; as custodian of the corporate corporate seal of said Bank to sa:	seal or said bank did arrix the
voluntary act and as the free and	voluntary act of said Bank, for
the uses and purposes therein set	forth.
CTUTUdan band and maken	inl goal (this ) ( day
GIVEN under my hand and notar: of, 1989.	tal seal this day
***************************************	$X = X \times $
"OFFICIAL SEAL"  KAIDO E. BURG L.	Z N z z z z z z z z z z z z z z z z z z
TAILM NO. 1	Notary Public
Potary Public State of Hoge 2 My Commission Expires STATION	Notary Public

89059862

STATE OF	Illinois :
COUNTY OF	(in le

I, \(\lambda\_{\chi\_0}\)\(\

GIVEN under my hand and notarial seal this  $\frac{(R^2)}{R^2}$  day of  $\frac{R^2}{R^2}$ , 1989.

STATE OF INDIANA
COUNTY OF ALLEN

NOTARY PUBLIC.
"OFFICIAL SEAL"
JULIANN M. ACKERBERG
HOTARY PUBLIC. STATE OF ILLINOIS
My Commission Expires Oct. 3, 1992

I, Barbara And Hinton , a Notary Public in and for said County, in the State oforesaid, DO HEREBY CERTIFY that R. J. Rectanus , as Second Vice President of THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation and Kathleen Peterson , as Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the forecoing instrument as such Second Vice President and Assistant Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes wherein set forth; and said Assistant Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

of  $\frac{\text{GIVEN under my hand and notarial seal this } \frac{1st}{\text{Jay}}$  of  $\frac{\text{February}}{\text{Jay}}$ , 1989.

Barbara Ann Hinton Notary Public

BAS DEA TO HOLOM

Review of the second second My Communication (Communication of the second secon

19059862

### UNOFFICIAL COPY

#### LEGAL DESCRIPTION

#### PARCEL 1:

THE WEST 488.0 FEET OF THE SOUTH 550.0 FEET AND THE WEST 275.0 FEET OF THE NORTH 150.0 FEET OF THE SOUTH 700.0 FEET OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PARCEL 2:

THE SOUTH 700.0 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL HERIDIAN, LYING WEST OF THE ILLINOIS STATE TOLL HIGHWAY (EXCEPT THE WEST 488.0 FEET OF THE SOUTH 550.0 FEET THEREOF AND EXCEPT THE WEST 716.45 FEET OF THE NORTH 150.0 FEET OF THE SOUTH 700.0 FEET THEREOF), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LANCEL 3:

THAT PART OF THE SOUTH 1820.0 FEET, LYING WEST OF THE ILLINOIS STATE TOLY MIGHWAY, OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCLIP THE WEST 488.0 FEET OF THE SOUTH 550.0 FEET; EXCEPT THE WEST 275.0 FIEL OF THE NORTH 150.0 FEET OF THE SOUTH 700.0 FEET AND EXCEPT THAT PART LYING EAST OF A LINE DRAWN SOUTH FROM A POINT ON THE NORTH LINE OF THE SOUTH 1820.0 FEET, SAID POINT BEING 430.38 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTH EAST 1/4, TO A POINT ON THE NORTH LINE OF THE JOUTH 550.0 FEET, SAID POINT BEING 488.0 FEET EAST OF THE WEST LINE OF THE SAID EAST 1/2 OF THE SOUTH EAST 1/4), EAST OF THE THIRD PRINCIPAL MER DIAN, IN COOK COUNTY, ILLINOIS PARCEL 4:

THAT PART OF THE SOUTH 1520.0 FEET, LYING WEST OF THE ILLINOIS STATE TOLL HIGHWAY, OF THE EAST 1/2 OF THE BOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 550.0 FEET (HE REOF; EXCEPT THAT PART OF THE NORTH 150.0 FEET OF THE SOUTH 700.0 FFET LYING EAST OF THE WEST 716.45 FEET THEREOF AND EXCEPT THAT PART LYING WEST OF A LINE DRAWN SOUTH FROM A POINT ON THE NORTH LINE OF BAID 1620.0 FEET, BAID SOUTH POINT BEING 430.38 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTH EAST 1/4, TO A POINT ON THE NORTH LINE OF THE SOUTH 550.0 FEET THEREOF, SAID POINT BEING 488.0 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTH EAST 1/4), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 5:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4, 1/1 ING WEST OF THE ILLINOIS STATE TOLL HIGHWAY, OF SECTION 33, TOWNS ITP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SCUTH 1820.0 FEET THEREOF; EXCEPT THE NORTH 52.14 FEET THEREOF AND EXCEPT THE WEST 50.0 FEET OF THE SOUTH 352.98 FEET OF THE NORTH 405.12 FEET TH:REOF), ALL IN COOK COUNTY, ILLINOIS.

## **UNOFFICIAL COPY**

SCHEDULE B.

THE FAA LEASE

Name of Lessae

Date of Lease

Term of Leage

United States of America

April 8, 1988

Docombor 1, 1988 through November 30, 1998

<u>an</u>

All other leases respecting the Property.