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ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT is made as of the 1st day of October, 1990 by THE PARKSHORE, an Illinois not-for-profit corporation ("Assignor"), to NATIONAL CONSUMER COOPERATIVE BANK ("Assignee").

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Assignment, Assignee has agreed to loan certain funds (the "Loan") to the Assignor and the Assignor is executing and delivering to Assignce that certain Mortgage Note of even date herewith payable to Assignee in the principal sum of SEVEN HUNDRED SIXTEEN THOUSAND NINE HUNDRED NINETY FIVE AND 17/100 DOLLARS (\$716,995.17) as evidence thereof (the "Note");

WHEREAS. Assignee requires as a condition precedent to making the Loan to the Assignor, that the Assignor execute and deliver this Assignment to Assignee to secure payment of the indebtedness evidenced by the Note and the observance and performance of the covenants, terms conditions and agreements contained in that certain Mortgage (the "Mortgage") of even date herewith made by the Assignor to Assignee creating a first mortgage lien on the Property (hereinafter defined) (said security document and all other documents and instruments evidencing or securing the Loan evidenced by the Note are collectively referred to herein as the "Loan Documents"); and

WHEREAS, Assignor will be directly benefitted by Assignee's making of the Loan to the Assignor.

NOW, THEREFORE, for and in consideration of the making of the Loan, and as an inducement to Assignee to do so, and as additional security for the payment and performance of the obligations of the Assignor under the Loan Documents, Assignor does hereby set over, assign and transfer to Assignee, upon the terms and conditions hereinafter contained, the entire lesson's interest in and to any and all leases and subleases (including all extensions and renewals thereof), now or hereafter existing (collectively the "Leases"), and any and all rents, income and profits, of and from that certain real estate located in the City of Chicago, Cook County, Illinois and legally described in Exhibit A attached hereto and made a part hereof, and all buildings, structures, and improvements now or hereafter existing thereon (the "Property").

AND ASSIGNOR HEREBY COVENANTS, AGREES AND REPRESENTS AS FOLLOWS:

- 1. Recitals. The Recitals hereinabove set forth are hereby incorporated herein by this reference thereto.
- 2. Representations of Assignor. Assignor represents to Assignee that:
 - (a) This Assignment, as executed by Assignor, constitutes the binding obligation of Assignor enforceable in accordance with its terms and provisions:
 - (b) Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder or entered into any agreement to "subordinate any of the

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Leases or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder; and

- (c) Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation.
- 3. <u>Covenants of Assignor</u>. Assignor covenants and agrees that so long as this Assignment shall be in effect:
 - (a) Assignor shall submit to Assignee for Assignee's approval all Leases before execution by Assignor;
 - (b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the leases to be observed or performed by the lessor thereunder, and shall not do or suffer to be done anything to impair the security thereof, or without the express written consent of Assignee (i) release the liability of any tenant thereunder, or (ii) consent to any tenant chereunder withholding the payment of rent or making monetary advances and offsetting the same against future rentals, or (iii) consent to any tenant thereunder claiming a total or partial eviction, or (iv) consent to any tenant thereunder terminating or canceling any Lease; or (v) enter into any oral leases with respect to all or any portion of the Property;
 - (c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits in the normal course of business;
 - (d) Assignor shall not melo any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder without the prior written consent of Assignee;
 - (e) Assignor shall not alter, modity or change the terms and provisions of any Lease or give any consent (including, but not limited to, any content to any assignment of, or subletting under, any Lease) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease without the prior written consent of Assignee, which consent or approval shall be promptly delivered to Assignor if such alteration, modification, change, assignment, subletting, cancellation or termination is acceptable to Assignee, in Assignee's sole and absolute discretion;
 - (f) Assignor shall not accept a surrender of any Lease, or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of any tenant thereunder;
 - (g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;

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- (h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- (i) Assignor shall enforce the Leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant;
- (j) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;
- (k) Assignor shall give prompt notice to Assignee of any notice of any default on the part of the lessor with respect to any Lease received from any tenant or guarantor thereunder; and
- Assignor shall enforce the observance and performance of each and every covenant, term, condition and agreement contained in each and every Lease to be observed and performed by the tenant(s) thereunder.
- 4. Rights Prior to Default. So long as an Event of Default has not occurred he eunder, Assignor shall have the right to collect at the time, but not more than thirty (30) days in advance, of the date provided for the payment thereof, all rents, issues, income and profits assigned hereunder (other than security or similar deposits), and to ration, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.
- 5. "Events of Default". Each of the following shall constitute an Event of Default for rurposes of this Assignment:
 - (a) Failure of the Assignor to pay within five (5) days after written notice is giver., (i) any installment of principal or interest payable rursuant to the Note, the Mortgage or this Assignment or (i); any other amount payable pursuant to the Note, the Mortgage or this Assignment.
 - (b) Failure of Assignor to promptly perform any other condition, covenant, term, agreement or provision required to be performed or observed by Assignor under this Assignment; provided, however, that unless and until the continued operation and safety of the Property, or the priority, validity or enforceability of the lien created by this Assignment, the Mortgage or any of the other Loan Documents or the value of the Property is immediately threatened or jeopardized, Assignor shall have a period not to exceed thirty (30) days after written notice of any such failure of performance to cure the same; provided further that if such failure is not susceptible to cure within such 30-day period, Assignor shall have an additional reasonable period of time (in no event more than thirty (30) additional days) to cure such failure so long as Assignor has commenced cure within the original 30-day period and thereafter diligently pursues such cure.
 - (c) The existence of any material inaccuracy or untruth in any representation, covenant or warranty contained in this Assignment, the Mortgage or any other Loan Document, or of any statement or certification as to facts delivered to Assignee to the extent such is not cured within a reasonable period of time.

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- (d) At any time, the Assignor files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or insolvent, or institutes (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors, or seeks or consents to or acquiesces in the appointment of any receiver, trustee or similar officer for all or any substantial part of its property.
- (e) The commencement of any involuntary petition in bankruptcy against the Assignor or the institution against the Assignor of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law or the appointment of a receiver, trustee or other officer for all or any substantial part of the property of the Assignor which shall remain undismissed or undischarged for a period of sixty (60) days.
- (f) The levy against the collateral secured by this Assignment, or any portion thereof, or any execution, attachment, sequestration or other writ which is not released within thirty (30) days after the date created.
- (g) Any sale, transfer, lease, assignment, conveyance, pledge, financing, lien or encumbrance made in violation of the provisions of this Assignment.
- (h) The occurrence of any Event of Default under any of the Loan Documents which Event of Default is not cured within the grace or cure period, if any, applicable thereto.
- 6. Rights and Remedies Upon Deright. At any time upon or following the occurrence of any one or more Events of Default under the provisions of Paragraph 5 of this Assignment, Assignee may, at its option and without any obligation to d) so, without in any way waiving such Event or Events of Default, without notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor of the Note from any obligation hereunder, and with or without bringing any action or proceeding:
 - (a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and onvaid interest thereon, immediately due and payable:
 - (b) Enter upon and take possession of the Property either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;
 - (c) Either with or without taking possession of the Property, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Property and pursue all remedies for enforcement of the Leases and all the lessor's rights

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therein and thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

- (d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may often necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at an annual rate (the "Default Rece") equal to four percent (4%) plus the Loan Rate (as defined in the Note) in effect from time to time under the Note and shall be secured by this Assignment.
- 7. Application of Proceeds. All sums collected and received by Assignee out of the rants, issues, income and profits of the Property following the occurrence of any one or more Events of Default under the provisions of Paragraph 5 of this Assignment shall be applied as follows:
 - (a) First, to reimburs ment of Assignee for and of all reasonable expenses of: taking and retaining possession of the Property; managing the Property and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary and proper, and reasonable attorneys' fees; operating and maintaining the Property, including without limitation, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance provided in the Mortgage, the cost of all alterations, renovations, repairs or replacements of or to the Property which Assignee may deem macessary and proper, with interest thereon at the Default Mate;
 - (b) Second, to reimbursement of Assignee for and of all reasonable sums expended by Assignee pursuant to Paragraph 6(d) hereof to make any payment or do any act required herein of Assignor, together with interest thereon at the Default Rate;
 - (c) Third, to reimbursement of Assignee for and of all other reasonable sums with respect to which Assignee is indemnified pursuant to Paragraph 8 hereof, together with interest thereon at the Default Rate;
 - (d) Fourth, to reimbursement of Assignee for and of all other reasonable sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the Loan Documents, with interest thereon at the Default Rate;
 - (e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Note;

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- (f) Sixth, to payment of the unpaid balance of the principal sum of the Note; and
- (g) Seventh, any balance remaining to Assignor, its successors and assigns.
- 8. <u>Limitation of Assignee's Liability</u>. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property following the occurrence of any one or more Events of Default under the provisions hereof, or from any other act or omission of Assignee in reasonably managing, operating or maintaining the Property following the occurrence of any one or more Events of Default under the provisions hereof. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Assignee incur any soch liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Property or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Property by any tenant, occupant or other party, or for any dangerous or defective condition of the Property, or for any regligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.
- 9. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be decred to be a waiver by Assignee of its rights and remedies under the lote, or any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments. Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 10. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.
- 11. <u>Severability</u>. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects

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as if such invalid or unenforceable provision had not been contained herein.

- 12. Benefit. This Assignment is binding upon Assignor, its successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.
- 13. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.
- 14. <u>Duration</u>. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the Lorn Documents.
- Soverning Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 16. Notices. Any notice or demand required or permitted to be given under this Assignment shall be in writing and shall be personally delivated or mailed by United States registered or 16. Notices. certified mail, return receipt requested, addressed as follows:

To Assignee:

National Consumer Cooperative Bank

1630 Connecticut Avenue, N.W.

Washington, D.C. 20009 Attention: Mark W. Hiltz

With a Copy to:

Horwood, Marcus & Braun Chartered

333 West Wacker Drive, Suite 2800

Chicago, Illinois 60606 Attention: Michael S. Mandell, Esq.

To Assignor:

The Parkshore

1755-65 East 55th Street Chicago, Illinois 60515

Attn: President

With a Copy to:

Miller, Shakman, Hamilton Kurtzon

208 South LaSalle Street Chicago, Illinois 60604

Attention: Julius Yacker, Esq

Any notice or demand given by United States mail shall be deemed given on the second business day after the same is deposited in the United States mail as registered or certified mail, addressed as above provided with postage thereon fully prepaid. Either party may designate a different address for notice purposes by giving notice thereof in accordance with this Paragraph 16; provided, however, that such notice shall not be deemed given until actually received by the addressee.

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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

ATTEST:

THE PARKSHORE

Its: Freemy By

Its:

[SEAL]

Property Address:

1755-65 East 55th Street Chicago, Illinois 60615

Permanent Real Estate Index Nos.:

20-13-103-007-0000 20-13-103-011-0000

This instrument was prepared by and, after recording, return to:

Michael S. Mandell, Est.
Horwood, Marcus & Braun Conrtered
333 West Wacker Drive, Suice 2800
Chicago, IL 60606

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STATE OF ILLINOIS)

COUNTY OF C O O K)

I, Signature, a Notary Public, in and for said County, in the State aforesaid, Do HEREBY CERTIFY that Similar project of the State aforesaid, Do HEREBY CERTIFY that Similar project of the President of the Parkshore, an Illinois not-for-profit corporation, and film (County), the Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary 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 therein set forth, and that said Secretary then and there acknowledged that he did affix the corporate seal of said corporation to the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the use: and purposes therein set forth.

Given under my hand and Notarial Seal this dt day of October, 1990.

Notary Public

My commission expires:

OFFICIAL SEAL SCOTT M. LAPINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/2:

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EXHIBIT A

PARCILL :

THAT P.R? OF BLOCK 3 IN THE EAST END SUBDIVISION OF PART OF SECTIONS 12 AND 13 TC. SHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WILL THE LAND EAST OF AND ADJOINING SAID BLOCK 3, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF EAST 55TH STREET, SEXTENDED 239 FEET EAST OF THE EAST LINE OF EVERETT AVENUE, AS WIDENZD; RUNNING THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF EVERETT AVENUE AFORESAID, 140 FEET; RUNNING THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF EAST 55TH STREET AS EXTENDED, 80 FEET; RUNNING THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF EVERETT AVENUE AFORESAID. 140 FEET TO THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED, RUNNING THENCE WEST ON THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED 80 FEET TO THE POINT OF BEGINNING PARCEL 2:

THAT PART OF BLOCK 3 IN EAST END SUBDIVISION OF PART OF THE SECTIONS 12 AND 13 TOWNSHIP 38 NORTH, RANGE 1. EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE LAND SAST OF AND ADJOINING SAID BLOCK 3 BOUNDED AND DESCRIBED AS FOLLOWS: COMMUNCING AT A POINT ON THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED, 1-9 FEET EAST OF THE EAST LINE OF EVERETT AVENUE, AS WIDENED; RUNNING THUNCE SOUTH ON A LINE PARALLEL TO EAST LINE OF EVERETT AVENUE AFORESAID, 240 FEET; RUNNING THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF E/ST 55TH STREET, AS EXTENDED, 70 FEET; RUNNING THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF EVERETT AVENUE AFORESAID 240 FEET TO THE SOUTH LINE OF EAST 55TH STREET, A EXTENDED; RUNNING THENCE WEST ON THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED; RUNNING THENCE WEST ON THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED 70 FEET, TO THE POINT OF P.CINNING PARCEL 3:

THAT PART OF BLOCK 3 IN EAST END SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE LAND EAST OF AND ADJOINING SAID BLOCK 5 BC(P)DED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF EAST 55TH STREET AS EXTENDED, WHICH LINL IS 240 FEET SOUTH OF THE SOUTH LINE EAST 55TH STREET AS EXTENDED AT A POINT 239 FEET EAST OF THE EAST LINE OF EVERETT AVENUE, AS WIDENED; RUINING THENCE EAST ON SAID LINE PARALLEL, WITH THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED, 80 FEET; RUNNING THENCE NORTH ON A LINE DRAWN PARALLEL TO THE EAST LINE OF EVERETT AVENUE, AS WIDENED, 100 FEET; RUNNING THENCE WEST ON A LINE DRAWN PARALLEL TO THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED, 80 FEET; RUNNING THENCE SOUTH ON A LINE DRAWN PARALLEL WITH THE EAST LINE OF EVERETT AVENUE AS WIDENED, 100 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE BLOCK 3 IN THE EAST END SUBDIVISION OF SECTIONS 12 AND 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE LAND EAST OF AND ADJOING SAID BLOCK 3 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE DRAWN PARALLEL WITH THE EAST LINE OF EVERETT AVENUE, AS WIDENED, WHICH LINE IS 319 FEET EAST OF THE EAST LINE OF EVERETT AVENUE, AS WIDENED, 221 FEET AND 4 7/8 INCHES SOUTH OF THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED, RUNNING THENCE NORTH ON SAID LINE PARALLEL WITH THE EAST LINE OF EVERETT AVENUE, AS WIDENED, 51 FEET AND 4 1/4 INCHES, RUNING THENCE WEST OF A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED, 13 INCHES; RUNNING THENCE SOUTH ON A LINE DRAWN PARALLEL WITH THE WEST LINE OF EVERETT AVENUE, AS WIDENED 51 FEET 4 1/4 INCHES; RUNNING THENCE EAST ON A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF EAST 55TH STREET, AS ENTENDED, 13 INCHES TO THE POINT OF BEGINNING

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PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY DEED FROM \$501 EVEREIT FUILDING CORPORATION, A CORPORATION OF ILLINOIS, TO CHICAGO CITY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 2050, NEWTON C. FARR, WAPKEN CANADAY, GEORGE C. BEGERT, DAVID L. SHILLINGLAW AND HAROLD G. TOWNSEND, TRUST MANAGERS AND PARK SHORE PROPERTIES LIQUIDATION TRUST TRUST DATED MARCH 30, 1942 AND RECORDED JUNE 20, 1950 AS DOCUMEN: 1/18324 FOR INGRESS AND ENGRESS OVER AND ACROSS THE EAST 19 FEET OF THE VEST 169 FEET OF THE NORTH 153 FEET 11 1/4 INCHES OF THAT PART OF BLOCK 3 IN EAST END SUBDIVISION OF SECTIONS 12 AND 13. TOWNSHIP 38 NORTH, RANCE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF EVERETT AVENUE, AS WIDENED, AND SOUTH OF THE SOUTH LINE OF EAST 55TH STUFET, AS EXTENDED, ALL IN COOK COUNTY, ILLINOIS,

PARCEL 5:

EASEMENTS FOR THE BENEFIT OF FARCELS 1, 2 AND 3 AS CREATED BY WILLIAM HERBERT JOHNSON AND OTHERS DATED NOVEMBER 29, 1916 AND RECORDED DECEMBER 8, 1916 AS DOCUMENT 6008463 OVER PREMISES DESCRIBED AS FOLLOWS: THE EAST 19 FEET OF THE WEST 169 FEET OF THE EAST LINE OF EVERETT AVENUE, AS WIDENED, OF THE NORTH 374 FEET OF BLOCK 3, SOUTH OF THE SOUTH LINE OF EAST 55TH STREET AS EXTENDED IN THE EAST END SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. OH'S

P.I.N. 20-13-103-007-0000 P.I.N 20-13-103-011-0000

Commonly known as: 1755-65 East 55th Street, Chicago, Illinois 60615