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DOC. #5
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89614042

ASSIGNMENT OF RENTS AND LEASES
(ILLINOIS)

90052249

~~26.00~~
26.00

THIS ASSIGNMENT made this 1st day of December, 1989 by Kohl's Department Stores, Inc., a Delaware corporation, whose address is N54 W13600 Woodale Drive, Menomonee Falls, Wisconsin 53051, Attention: William Kellogg, Chairman (herein, whether one or more, and if more than one, jointly and severally, called the "Assignor") to Commercial Real Estate Structured Transactions, Inc., whose address is c/o General Electric Capital Corporation, 260 Long Ridge Road, Stamford, Connecticut 06902, Attention: Manager-Financial Guaranty Programs, CRE Financing (herein called the "Assignee").

WITNESSETH, THAT:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the Leases (hereinafter defined) (ii) in and to all leases (herein generally called "Leases") now or hereafter existing on all or any part of the Premises described in Exhibit A attached hereto and made a part hereof (herein called the "Premises").

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1) Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the said Leases and in and to the right to the use and possession of the Premises, including any and all of the rents, issues, profits, payments and avails now due or which may hereafter become due under and by virtue of any Lease whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Premises for the purpose of securing:

THIS DOC IS BEING RECORDED TO CORRECT THE DOC # APPEARING ON PAGE 2 HEREIN

Box 78 4220 N Hawthorn Ave
Norridge, IL

12-19-89 15-11-89 12-93-405-004

1989-12-19

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a) Payment of the indebtedness evidenced by that certain note (herein called the "Note") in the principal sum of NINETY SIX MILLION NINE HUNDRED FIFTEEN THOUSAND DOLLARS (\$96,915,000.00) and any extensions, modifications or renewals thereof, executed by Assignor, and dated December 1, 1989, payable to the order of Assignee, and secured by a Mortgage and/or Deed of Trust (herein generally called the "Mortgage") of the same date, to Assignee and/or the Trustee therein named upon the Premises, and filed for record in the proper office of the county and state where the Premises are located on 12/26-89, as Document No. 89614042, or in Book _____, Page _____; which Mortgage and Note are held by or for the benefit of the Assignee. 89614041

b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in the Note and Mortgage contained.

c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note and Mortgage contained.

2) Assignor represents and agrees that (a) Assignor is the lessor under the Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) to the best of Assignor's knowledge, the Leases are not in default; (c) Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) except for liens permitted pursuant to the Loan Agreement, the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (e) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred.

3) Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes reasonably deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Premises, including, without

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Limitation, specific assignments of any lease or agreement relating to the use or occupancy of the premises or any part thereof now or hereafter in effect as may be necessary or desirable, in the reasonable opinion of Assignee.

4) This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy or which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage and/or the Note.

5) The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it, and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the Lessor under said Leases or other agreement with respect to the Premises.

6) The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7) Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8) The Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and Mortgage for which this Assignment of Rents and Leases is given as additional security.

9) It is understood that the assignment of said Leases and of the rents, issues and profits of and from the premises as effected hereby is an absolute assignment which is effective as of the date hereof and, upon demand by Assignee to the lessee under any said Leases, or to any person liable for any of the rents issues, profits and other payments of and from the premises or any part thereof, such lessee or person liable for any of such rents, issues, payments and profits shall, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing, or other payments required to be made, under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay rents, issues, profits or other payments in connection with the premises.

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10) So long as there shall exist no event of default by Assignor under the Loan Agreement, Assignee shall not demand from lessees under said leases or other persons liable therefor, any of the rents, issues, payments and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to thirty days in advance of accrual, all such rents, issues, payments and profits from the premises and the said leases and to retain and enjoy the same; provided that notwithstanding the provisions of this Section 10, all lessees under said leases and all other persons liable for rents, issues, payments and profits for and from the premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without regard to whether or not the same is made in compliance with this Section 10.

11) Upon or at any time after an event of default under the Loan Agreement, and subject to the provisions of Section 7.01 of the Loan Agreement with respect to Special Events, as defined therein, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, 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, and manage and operate the premises and each and every part and parcel thereof; and in connection therewith, in its own name or the name of Assignor, the Assignee may make, cancel, enforce or modify leases, fix or modify rents, repair, maintain and improve the premises, employ contractors, subcontractors and workmen in and about the premises, obtain and evict tenants, sue for or otherwise collect or reserve any and all rents, issues, payments and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee, acting in good faith in a commercially reasonable manner, may deem necessary or appropriate in and about the premises for the protection thereof or the enforcement of Assignee's rights hereunder or under the Note or mortgage; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby. Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine. The entering upon and taking possession of the premises, the collection of rents, issues, payments and profits, the exercise of any of the rights hereinabove specified and the

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14) The 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 said 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 undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, except for the gross negligence or willful misconduct of Assignee. Should the Assignee incur any such liability, loss or damage under said 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 Assignor shall reimburse the Assignee therefor.

13) The 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 said leases, nor shall the Assignee operate to place upon Assignee responsibility for the control, care, management or repair of the premises or the carrying out of any of the terms and conditions of the said leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the premises by a lessee or any other party, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of the premises resulting in loss or injury or death to any tenant, licensee, invitee, employee or stranger.

12) Any tenants or occupants of any part of the premises are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the premises. Checks for all or any part of the rentals or other payments collected under this Assignment of Rents and Leases shall be drawn to the exclusive order of the Assignee.

application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note or mortgage.

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Immediately upon demand, and upon the failure of Assignor so to do the Assignee may declare all sums secured hereby immediately due and payable.

15) The Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of the Leases and the Assignee assumes no responsibility or liability for any security so deposited.

16) Assignor will not modify, change, alter, supplement, amend, surrender or accept surrender of any said Leases without Assignee's prior written consent except for entering into agreements subject to the lien of the mortgage and this Assignment for the purpose of licensing or substituting departments in the Premises; provided further that the foregoing exception shall not apply if such agreements would be violative of any ground lease or other agreement by which Assignor and/or the Premises is bound.

17) Assignor has not, and will not, accept rent in advance under any Leases or other agreement of all or any part of the Premises excepting only monthly rents for current months which may be paid in advance.

18) Assignor shall cause this Assignment, at Assignor's sole cost and expense, to be recorded and filed and re-recorded and refiled in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises.

19) Upon payment in full of all indebtedness secured hereby, this Assignment of Rents and Leases shall be and become void and of no effect.

20) This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon

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Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee.

21) In the event of a foreclosure this Assignment shall stand as security during the redemption period, if any.

22) Neither Assignor nor any officer, director, employee, agent or shareholder of Assignor shall be personally liable for the repayment of any of the principal or interest due hereunder, under the Note or for any other sum due under the Note or the Loan Agreement (defined in the Mortgage) or other Security Documents (defined in the Note) or any other document evidencing or securing the loan evidenced by the Note or for any deficiency judgment which Assignor may obtain after foreclosure on its collateral after default by the Assignor, it being intended that subject to the proviso hereto that recourse for all amounts shall be solely from the collateral for the loan (as defined in the Note) or any guarantees which may hereafter be given; provided, however, that Assignor (but not any officer, director, employee, agent or shareholder of Assignor) shall not be exonerated or excused from liability for or from any deficiency, loss or damage suffered by Assignee as a result of:

(a) any application of insurance proceeds, condemnation awards, security deposits or trust funds in violation of applicable law or the provisions of Loan Agreement (as defined in the Mortgage) or Security Documents (as defined in the Note);

(b) entering into or modifying any ground lease in violation of the provisions of the Loan Agreement or Security Documents;

(c) waste or willful destruction to any Security Property (as defined in the Note) subject to the lien of the Security Documents (as defined in the Note) or any part thereof caused by the Assignor's acts or omissions; (d) Assignor's failure to discharge its indemnification obligations under the Indemnity Agreement (as defined in the Mortgage);

(e) non-payment prior to the occurrence of an Event of Default under the Mortgage of real estate taxes or assessments upon any Security Property;

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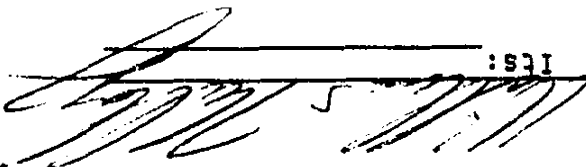
DONALD A. ROBINSON
ROSENTHAL AND SCHANFIELD
55 EAST MONROE
SUITE 4620
CHICAGO, ILLINOIS 60603

THIS DOCUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

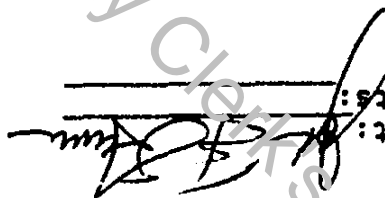
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31 3:08

NEW YORK, ILLINOIS

By:  Its:

Kohl's Department Stores, Inc.,
a Delaware corporation

Attest:  Its:

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

- (f) failure to correct deficiencies or non-payment of sums required to correct deficiencies as provided for in Section 6.15 of the Loan Agreement;
- (g) Assignor's indemnities pursuant to Section 10.5 of the Loan Agreement; and
- (h) Amounts payable by Assignor pursuant to Sections 4.6(h), 10.2 and 10.3 of the Loan Agreement.

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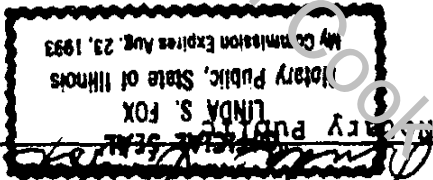
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Property of Cook County

Aug. 23, 1993

My Commission Expires:



Given under my hand and notarial seal this 21st day of December 1982.

I, Linda S. Fox, a Notary Public in and for the County and State aforesaid, do hereby certify that ~~William F. Williams and (State) President and (Assistant) Secretary of Kohl's Department Stores, Inc., a Delaware corporation,~~ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me 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 purposes therein set forth, and the said (Assistant) Secretary of said corporation then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix such corporate seal 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.

STATE OF Illinois)
COUNTY OF Cook)
SS)

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Property of Cook County Clerk's Office

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(Haslam Learning Shopping Mall)

The lessor estate, as lessor here referred to as the Lease, executed by LA SALLE NATIONAL BANK, AS SUCCESSOR TRUSTEE TO EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1966 AND KNOWN AS TRUST NO. 19386, LESSOR, TO FEDERATED DEPARTMENT STORES, INC., A CORPORATION OF DELAWARE, LESSEE, DATED APRIL 13, 1987 AND RECORDED MAY 5, 1987 AS DOCUMENT 87241205 (HEREINAFTER CALLED THE "GROUND LEASE"), DEMISING THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS COMMENCING THE EARLIER OF: (A) JUNE 1, 1986, OR (B) THE OPENING DATE (AS DEFINED IN THE GROUND LEASE) AND ENDING TWENTY-FIVE (25) YEARS THEREAFTER, TOGETHER WITH THREE SUCCESSIVE OPTIONS TO EXTEND (FOR A PERIOD OF 10 YEARS EACH). TO WIT:

Ground-14042

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 13, WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION, 27 67 FEET, THENCE NORTH 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION, 00 MINUTES, 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, 27 67 FEET, THENCE NORTH 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION, 00 MINUTES, 00 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 32 42 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 205 06 FEET; THENCE SOUTH 44 DEGREES, 55 MINUTES, 53 SECONDS WEST 3 67 FEET; THENCE SOUTH 44 DEGREES, 55 MINUTES, 53 SECONDS WEST 15 00 FEET; THENCE 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 3 67 FEET; THENCE NORTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 130 31 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS WEST 5 17 FEET; THENCE SOUTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 16 75 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS WEST 162 53 FEET; THENCE NORTH 45 DEGREES, 04 MINUTES, 08 SECONDS WEST 26 22 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 0 87 OF A FOOT; THENCE 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 2 00; THENCE NORTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 148 85 FEET TO THE NORTHERN FASTEST POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN WITH ABOVE A COGNIZANT PLAT OF ELEVATION 682 15 (NAI) THAT BEGINS AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, 27 67 FEET, THENCE NORTH 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION, 00 MINUTES, 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, 27 67 FEET, THENCE NORTH 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION, 00 MINUTES, 00 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 32 42 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 205 06 FEET; THENCE SOUTH 44 DEGREES, 55 MINUTES, 53 SECONDS WEST 3 67 FEET; THENCE SOUTH 44 DEGREES, 55 MINUTES, 53 SECONDS WEST 15 00 FEET; THENCE 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 3 67 FEET; THENCE NORTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 130 31 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS WEST 5 17 FEET; THENCE SOUTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 16 75 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS WEST 162 53 FEET; THENCE NORTH 45 DEGREES, 04 MINUTES, 08 SECONDS WEST 26 22 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 0 87 OF A FOOT; THENCE 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 2 00; THENCE NORTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 148 85 FEET TO THE NORTHERN FASTEST POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2 (UPPER LEVEL)

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COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 13, WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION; THENCE SOUTH 0 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, 27.67 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 39.42 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 205.06 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 3.67 FEET; THENCE SOUTH 44 DEGREES, 44 MINUTES, 53 SECONDS WEST 15.00 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 130.31 FEET; THENCE NORTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 9.17 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 24.83 FEET; THENCE SOUTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 17.83 FEET; THENCE NORTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 16.07 FEET TO THE POINT OF BEGINNING OF THE HERETOFORE DESCRIBED PARCEL OF LAND; THENCE SOUTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 2.00 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 2.00 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING OF SAID PARCEL.

PARCEL 5: THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BELOW A HORIZONTAL PLANE OF ELEVATION 682.15 (NATIONAL GEODETIC SURVEY DATUM) BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 13, WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION; THENCE SOUTH 0 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, 27.67 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 39.42 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 205.06 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 3.67 FEET; THENCE SOUTH 44 DEGREES, 44 MINUTES, 53 SECONDS WEST 15.00 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 130.31 FEET; THENCE NORTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 9.17 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 24.83 FEET; THENCE SOUTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 17.83 FEET; THENCE NORTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 16.07 FEET TO THE POINT OF BEGINNING OF THE HERETOFORE DESCRIBED PARCEL OF LAND; THENCE SOUTH 89 DEGREES, 04 MINUTES, 07 SECONDS WEST 2.00 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 2.00 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING OF SAID PARCEL.

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COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 13, WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION; 00 MINUTES, 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, 27.67 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 39.42 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 205.06 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 3.67 FEET; THENCE SOUTH 44 DEGREES, 55 MINUTES, 53 SECONDS WEST 15.00 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 3.67 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 130.31 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 17 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 2.00 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 2.00 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 2.00 FEET; HEREIN DESIGNATED POINT OF BEGINNING FOR ALL THE COOK COUNTY, ILLINOIS.

AS FOLLOWS:

ELEVATION 682.15 (NATIONAL GEODETIC SURVEY DATUM) BOUNDED AND DESCRIBED THE THIRD PRINCIPAL MERIDIAN LYING BELOW A HORIZONTAL PLANE OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF

PARCEL 8:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 13, WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION; 00 MINUTES, 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, 27.67 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 39.42 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 205.06 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 3.67 FEET; THENCE SOUTH 44 DEGREES, 55 MINUTES, 53 SECONDS WEST 15.00 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 3.67 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 130.31 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 17 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 2.00 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 53 SECONDS WEST 2.00 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 2.00 FEET; HEREIN DESIGNATED POINT OF BEGINNING FOR ALL THE COOK COUNTY, ILLINOIS.

AS FOLLOWS:

ELEVATION 682.15 (NATIONAL GEODETIC SURVEY DATUM) BOUNDED AND DESCRIBED THE THIRD PRINCIPAL MERIDIAN LYING BELOW A HORIZONTAL PLANE OF

CHICAGO TITLE INSURANCE COMPANY

900522249

89614042

UPON ANY ASSIGNMENT OR ENCUMBRANCE OF THE LEASEHOLD ESTATE, SAID ESTATE SHOULD BE DESCRIBED AS FOLLOWS: LEASEHOLD ESTATE CREATED BY LEASE FROM CASSELL NATIONAL BANK, AS SUCCESSOR TRUSTEE TO EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1930, AND KNOWN AS TRUST NUMBER 1930, CHICAGO, ILLINOIS.

NOTE FOR INFORMATION ONLY

THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE BY WHICH CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

NOTE FOR INFORMATION

FOR TAX AND SPECIAL ASSESSMENT PURPOSES SEE ATTACHED PARAGRAPHS (CONTINUING WITH LEAD)

COMPREHENSIVE ENDORSEMENT 1 HAS BEEN APPROVED FOR THE LEASE POLICY.

-SCHEDULE B CONTINUED FROM COMMITMENT JACKET (FORM NO. 2605)

ALL EASEMENTS CREATED AND GRANTED TO TENANT UNDER THE GROUND LEASE, INCLUDING THE RIGHT TO USE THE COMMON AREAS DEFINED IN THE GROUND LEASE, ALL OF SAID EASEMENTS BENEFITING PARCELS 1 TO 8, BOTH INCLUSIVE, AND INCLUDING THE TRACTS OF LAND SUBJECT TO SUCH EASEMENTS, AS MORE PARTICULARLY DESCRIBED IN THE GROUND LEASE, SAID EASEMENTS AND RIGHT BEING NON-EXCLUSIVE.

PARCEL 9:

DEGREES, 04 MINUTES, 07 SECONDS WEST 34.83 FEET; THENCE SOUTH 89 DEGREES, 05 MINUTES, 53 SECONDS WEST 17.83 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS WEST 112.67 FEET TO THE POINT OF BEGINNING OF THE HERETOFORE DESCRIBED PARCEL OF LAND; THENCE SOUTH 89 DEGREES, 05 MINUTES, 53 SECONDS WEST 2.00 FEET; THENCE NORTH 0 DEGREES, 04 MINUTES, 07 SECONDS WEST 2.00 FEET; THENCE NORTH 89 DEGREES, 04 MINUTES, 07 SECONDS EAST 2.00 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 07 SECONDS EAST 2.00 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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