

## ASSIGNMENT OF RENTS

26<sup>00</sup>

THIS ASSIGNMENT is made jointly and severally as of the 12th day of July, 1990, by LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated September 11, 1986 and known as Trust Number 111531 ("Trustee") having its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60690, and NORTHPOINT TWO PARTNERSHIP, an Illinois limited partnership, (hereinafter referred to as "Beneficiary"), whose mailing address is 1000 Capitol Drive, Wheeling, Illinois 60090, which Beneficiary is the sole beneficiary of said Trust No. 111531 (Trustee and Beneficiary are hereinafter sometimes referred to collectively as "Assignor"), to JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, having its principal office at John Hancock Place, P.O. Box 111, Boston, Massachusetts 02117 ("Assignee").

WITNESSETH:

A. For value received, Trustee, at the direction of Beneficiary, has executed and delivered to Assignee a PROMISSORY NOTE (the "Note") in the principal amount of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00) and a MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") securing the Note which constitutes a first mortgage lien upon the real property described in EXHIBIT A attached hereto and made a part hereof and the Leasehold Estate on the real property described in EXHIBIT A-1 attached hereto and made a part hereof (collectively the "Premises").

B. As additional security for the payment of the indebtedness evidenced by the Note, Assignor wishes to grant to Assignee all right, title and interest of Assignor and each of them in and to all present and future leases (the "Leases") now or hereafter entered into by Assignor, or by Trustee or Beneficiary, affecting the Premises and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, and to secure (1) the payment of the indebtedness (including any extensions and renewals thereof) evidenced by the Note and secured by the Mortgage, (2) the payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of all other instruments constituting security for the payment of the indebtedness evidenced by the Note, and (3) the performance and discharge of each and every term, covenant and condition of Assignor contained in the Note, the Mortgage and in all other instruments constituting security for the payment of the indebt-

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adness evidenced by the Note, Assignor does hereby bargain, sell, transfer, assign, convey, set over and deliver to Assignee during the life of these presents and also during any proceedings brought to enforce the Mortgage:

1. The right to the use and possession of and the right to rent, let and/or lease any or all of the furniture, which word shall be construed as including all of the furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the Premises in or to which Assignor has any right, title or interest.

2. The right to the use and possession of the Premises and all the rents, which word shall be construed as including any and all of the rents, issues, profits and avails now due and 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 owner of the Premises and any tenant or occupancy of any part of the Premises, or which may be made or agreed to by Assignee under the power herein granted.

3. Any and all right, title and interest in and to any: (a) loss or damage and rebate, refund or return of any premium (insofar as such premium is applicable to the Premises), now or hereafter paid or payable under any policy of insurance covering the whole or any part of the Premises and/or furniture, all hereinafter called losses or rebates; (b) sum or sums now due or hereafter to become due by reason of any taking of the whole or any part of the Premises for public purposes, by right of eminent domain or otherwise, or by reason of any claim now or hereafter existing against any and all parties whatsoever for compensation for real or alleged harm or damage done to or in connection with the Premises, all hereinafter called damages (the foregoing clauses (a) and (b) hereof subject, however, to the terms and provisions of Sections 3.3 and 4.1 of the Mortgage, respectively); (c) abatement, rebato, refund or return, whether now or hereafter payable, of the whole or any part of any tax, assessment or other charge levied or assessed upon the whole or any part of the Premises or furniture whether heretofore or hereafter levied or assessed or that has been or hereafter is paid, all hereinafter called abatements; and (d) sums now or hereafter due or payable by a bankruptcy estate for use and occupancy of, lease termination claims arising out of, and any other claims regarding the Premises.

Assignor hereby irrevocably constitutes and appoints Assignee in its name and stead: (a) to collect any and all of the said rents, losses or rebates, damages and/or abatements; (b) to use such measures, legal or equitable, as in its discretion may be deemed necessary or appropriate to enforce the payment of said rents, losses or rebates, damages, abatements and/or any security given in connection therewith; (c) to secure and maintain the use

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and/or possession of the Premises and/or the furniture and/or any part of either; (d) to fill any and all vacancies and to rent, lease and/or let the Premises and/or the furniture and/or any part thereof at its discretion; (e) to order, purchase, cancel, modify, amend and/or in any and all ways control and deal with any and all policies of insurance of any and all kinds now or hereafter on or in connection with the whole or any part of the Premises or furniture at its discretion and to adjust any loss or damage thereunder and/or to bring suit at law or in equity therefor and to execute and/or render any and all instruments deemed by Assignee to be necessary or appropriate in connection therewith; (f) to adjust, bring suit at law or in equity for, settle or otherwise deal with any taking of any or all of the Premises for public purposes as aforesaid or any claim for real or alleged harm or damage as aforesaid and to execute and/or render any and all instruments deemed by Assignee to be necessary or appropriate in connection therewith, and (g) to adjust, settle or otherwise deal with any abatements and to execute and/or render any and all instruments deemed by Assignee to be necessary or appropriate in connection therewith; hereby granting full power and authority to Assignee to use and apply said rents, losses or rebates, damages and/or abatements to the payment of any taxes, assessments and charges of any nature whatsoever that may be levied or assessed in connection with the Premises, to the payment of premiums on such policies of insurance on or in connection with the whole or any part of the Premises and/or the furniture as may be deemed advisable by Assignee, to the payment of any and all indebtedness, liability or interest of Assignor and/or Assignee, whether payment for such furniture as may be deemed necessary or advisable by Assignee, to the payment of all expenses in the care and management of the Premises, including such repairs, alterations, additions and/or improvements to the Premises and the furniture or any part of either, as may be deemed necessary or advisable by Assignee, to the payment of reasonable attorneys' fees, court costs, labor, charges and/or expenses incurred in connection with any and all things which Assignee may do or cause to be done by virtue hereof and to the payment of such interest on the indebtedness or on any of the foregoing, if any, as may be deemed necessary or advisable by Assignee; also hereby granting to Assignee full power and authority to make contracts for the care and management of the whole or any part of the Premises and/or furniture in such form and providing for such compensation as may be deemed advisable by Assignee, and for the performance or execution of any or all of these presents, to constitute, appoint, authorize and in its place and stead put and substitute one attorney or more for it and as its attorney or attorneys, and/or the same at its pleasure again to revoke, and to do, execute, perform and finish for it and in its name all and singular those things which shall be necessary or advisable or which its said attorney or its substitute or substitutes shall deem necessary or advisable in and about, for, touching or concerning these presents or the Premises or furniture or any of them as thoroughly, amply and fully as Assignor could do concerning the same, being personally present, and whatsoever its said attorney or its substitute or substitutes shall do or cause

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to be done in, about or concerning these presents or the Premises or furniture or any part of any of them Assignor hereby ratifies and confirms; and also hereby granting to Assignee full power and authority to exercise at any and all times each and every right, privilege and power herein granted, without notice to Assignor; provided, however, that Assignee shall exercise commercial reasonables in the exercise of any of the foregoing rights.

Assignor for the consideration aforesaid hereby expressly covenants and agrees:

a. That 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 that Assignee shall be liable only for such cash as it actually receives under the terms hereof, provided, however, that failure of 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 Assignee.

b. That Assignor will execute upon the request of Assignee any and all instruments reasonably requested by Assignee to carry these presents into effect or to accomplish any other purpose deemed by Assignee to be necessary or appropriate in connection with these presents or the Premises or furniture.

c. That Assignor is entitled to receive said rents, losses or rebates, damages and/or abatements and to enjoy all the other rights and benefits mentioned herein; that 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 Assignor or by any person or persons whomsoever unless subject to the lien hereof and that Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon Assignee the rights, interests, powers and/or authorities herein granted and conferred.

d. That during the life of these presents and also during any proceedings brought to enforce the Mortgage Assignor will not remove or cause to be removed from the Premises any of the furniture unless replaced by furniture of equal quality and will not look to Assignee for any damage to the same.

e. That these presents shall in no way operate to prevent Assignee from pursuing any remedy 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 secured thereby and/or any extension of either.

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Assignor for the consideration aforesaid hereby ratifies and confirms all that Assignee may have done under any previous assignment of rents and/or in connection with the Premises and/or the Mortgage and agrees that words importing the singular number may extend and be applied to several persons or things, that words importing the plural number may include the singular and that words importing the masculine gender may include the feminine and neuter.

Anything herein to the contrary notwithstanding, it is understood and agreed that the consideration for this Assignment of Rents is also the making by Assignee of the loan secured by said Mortgage; that this Assignment of Rents shall not be exercised until and unless a default shall occur in the payment of interest or principal due under the Note or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing the Note or the debt secured or evidenced thereby or by any extension thereof after expiration of a notice and cure period, if any, agreed to between Assignee and Assignor; and that nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under the Note or Mortgage or any other instrument herein mentioned.

Assignor does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of said premises to pay all unpaid rental agreed upon in each tenancy to Assignee upon receipt of demand from Assignee to so pay the same and to continue to do so until otherwise notified by Assignee.

This instrument is executed by the Trustee, not personally but solely as trustee as aforesaid, all of the covenants and obligations to be performed hereunder by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against LASALLE NATIONAL BANK or, except as otherwise provided in Section 9.1 of the Mortgage, NORTHPOINT TWO PARTNERSHIP, an Illinois limited partnership, the beneficiary of Trust No. 111531, by reason of any of the covenants, statements, representations or warranties herein contained.

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IN WITNESS WHEREOF, this agreement is duly executed the day and year first above written.

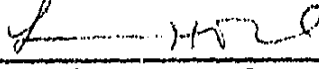
LASALLE NATIONAL TRUST, N.A. Successor Trustee to  
LASALLE NATIONAL BANK, not personally but as Trustee as aforesaid  
under Trust No. 111531.

ATTEST:

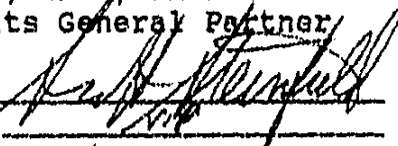
  
\_\_\_\_\_  
(Assistant) Secretary

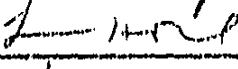
By:   
\_\_\_\_\_  
Its: Asset Mgr President

NORTHPOINT TWO PARTNERSHIP,  
an Illinois limited partnership

By:   
\_\_\_\_\_  
Joseph J. Freed  
Its General Partner, by Laurance Freed per  
Power of Attorney

By: NORTHPOINT TWO, INC., an Illinois  
corporation, its General Partner

By:   
\_\_\_\_\_  
Title: \_\_\_\_\_

Attest:   
\_\_\_\_\_  
Title: and see

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DATE 05/03/2011 BY 60322 UCBAW/STW

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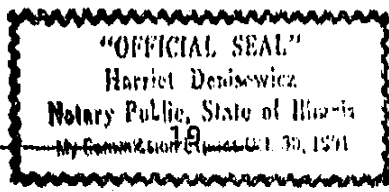
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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF COOK    )

The foregoing instrument was acknowledged before me this 12 day of July, 1990, by Corinne Bek, Asst. President & Secretary of Kasalle National Bank, not personally but solely on behalf of trustee of KASALLE NATIONAL BANK, said Bank as Trustee as aforesaid under Trust No. 111531.

*Harriet Denisevicz*  
Notary Public



My Commission Expires: \_\_\_\_\_

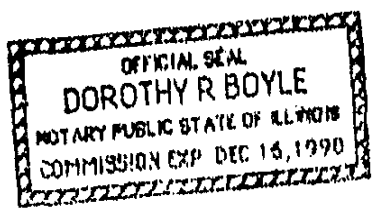
STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF COOK    )

by Laurance Freed per Power of Attorney

11<sup>th</sup> The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 1990, by Joseph J. Freed, as general partner of NORTHPOINT TWO PARTNERSHIP, an Illinois limited partnership, on behalf of said partnership.

*Dorothy R. Boyle*  
Notary Public

My Commission Expires: 12-16, 1990



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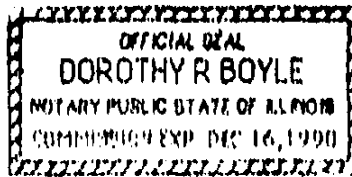
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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 1990 by SCOTT STERNFIELD, 1106 President and LAWRENCE H. FREED, ASSISTANT Secretary of NORTHPOINT TWO, INC., on behalf of said corporation and as general partner of NORTHPOINT TWO PARTNERSHIP, an Illinois limited partnership, on behalf of the partnership.

Dorothy R Boyle  
NOTARY PUBLIC



My Commission Expires: 12-16-90

This instrument was prepared by, and after recording, registration or filing please return to:

BURKE, WILSON & McILVAINE  
500 West Madison Street, Suite 5700  
Chicago, Illinois 60606  
Attention: Michael J. Martin, Esq.  
(312) 715-5000

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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL 1:

PART OF LOT 1 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 1, THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 533.00 FEET TO THE SOUTH EAST CORNER OF LOT 1; THENCE SOUTH 59 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 140.00 FEET TO A CORNER OF LOT 1; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 182.63 FEET; THENCE NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 46.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 105.00 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 150.00 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST 40.20 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 90.00 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST 64.70 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST 240.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 2 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO THAT PART OF LOT 1 IN SAID CUB ADDITION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 1, THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 451.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 81.57 FEET TO THE SOUTH EAST CORNER OF LOT 1; THENCE SOUTH 59 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 140.00 FEET TO A CORNER OF LOT 1; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 1 A DISTANCE OF 182.63 FEET; THENCE NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 46.57 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 240.00 FEET; THENCE NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 64.70 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST 13.45 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 49 SECONDS EAST 56.99 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 33.80 FEET TO THE POINT OF BEGINNING

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ALSO LOT 3 IN SAID CUB ADDITION, EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 3, BEING ALSO THE NORTH WEST CORNER OF LOT 1 IN SAID CUB ADDITION, THENCE SOUTH 0 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE WESTERLY LINE OF LOT 1 A DISTANCE OF 191.95 FEET TO A POINT OF CURVATURE; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG THE WESTERLY LINE OF LOT 1, SAID LINE BEING A CURVE, CONCAVE TO THE NORTH EAST, HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 108.42 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 105.30 FEET AND A BEARING OF SOUTH 23 DEGREES, 54 MINUTES, 41 SECONDS EAST; THENCE SOUTH 47 DEGREES, 48 MINUTES, 11 SECONDS EAST ALONG THE WESTERLY LINE OF LOT 1 A DISTANCE OF 280.60 FEET TO A POINT OF CURVATURE; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF LOT 1, SAID LINE BEING A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 122.50 FEET, AN ARC DISTANCE OF 90.26 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 88.23 FEET AND A BEARING OF SOUTH 68 DEGREES, 54 MINUTES, 41 SECONDS EAST; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST ALONG THE SOUTHERLY LINE OF LOT 1 A DISTANCE OF 118.40 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF LOT 1, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 77.50 FEET, AN ARC DISTANCE OF 59.45 FEET TO A CORNER OF LOT 1, THE CHORD OF SAID ARC HAVING A LENGTH OF 84.57 FEET AND A BEARING OF SOUTH 56 DEGREES, 57 MINUTES, 10 SECONDS EAST; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 1 A DISTANCE OF 22.68 FEET, THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE, CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 57.50 FEET, AN ARC DISTANCE OF 57.16 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 54.83 FEET, AND A BEARING OF NORTH 61 DEGREES, 32 MINUTES, 37 SECONDS WEST, THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST 118.40 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE, CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 142.50 FEET, AN ARC DISTANCE OF 104.99 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 102.64 FEET, AND A BEARING OF NORTH 68 DEGREES, 54 MINUTES, 41 SECONDS WEST; THENCE NORTH 47 DEGREES, 48 MINUTES, 11 SECONDS WEST 280.60 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 125.09 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 121.50 FEET, AND A BEARING OF NORTH 23 DEGREES, 54 MINUTES, 41 SECONDS WEST; THENCE NORTH 0 DEGREES, 01 MINUTES, 11 SECONDS WEST 191.96 FEET TO THE NORTH LINE OF LOT 3; THENCE SOUTH 89 DEGREES, 59 MINUTES, 29 SECONDS EAST 20.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART OF LOTS 1, 2 AND 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

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THEREOF RECORDED MAY 17, 1984 AS DOCUMENT 27090321, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 3 IN THE CUB ADDITION; THENCE NORTH 47 DEGREES, 48 MINUTES, 11 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3, BEING ALSO THE NORTHEASTERLY LINE OF RAND ROAD, A DISTANCE OF 410.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF LOT 3, NORTH 47 DEGREES, 48 MINUTES, 11 SECONDS WEST 190.40 FEET; THENCE NORTH 42 DEGREES, 11 MINUTES, 49 SECONDS EAST 120.00 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 153.58 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 45.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 57.50 FEET, AN ARC DISTANCE OF 57.16 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 54.83 FEET, AND A BEARING OF SOUTH 61 DEGREES, 32 MINUTES, 37 SECONDS EAST; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 25.91 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 11 SECONDS WEST 46.57 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST 294.22 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 20.28 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 6.42 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 341.95 FEET; THENCE SOUTH 39 DEGREES, 58 MINUTES, 12 SECONDS WEST 11.77 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 22.80 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 305.66 FEET; THENCE SOUTH 42 DEGREES, 11 MINUTES, 49 SECONDS WEST 62.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

## PARCEL 3:

LOTS 58 THROUGH 66 INCLUSIVE IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, VACATED PRAIRIE AVENUE (33 FOOT WIDE), LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 66, AND NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 58 (BEING ALSO THE NORTH LINE OF JANE AVENUE); ALSO VACATED LILLIAN (66 FOOT WIDE), LYING BETWEEN LOTS 63 AND 64 ALL IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174 AND FILED JULY 14, 1989 AS DOCUMENT 3809529 IN COOK COUNTY, ILLINOIS

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART OF LOTS 61 THROUGH 65, INCLUSIVE, IN C. A., GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT 396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FOOT WIDE) AND VACATED LILLIAN AVENUE (66 FOOT WIDE),

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VACATED PER ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174, DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTH EAST CORNER OF LOT 62 IN SAID C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 62 AND LOT 61, A DISTANCE OF 179.19 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 204.61 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 0.33 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 42.65 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 94.86 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 10.96 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 39.80 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 24.32 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 3.08 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 20.18 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 7.00 FEET; THENCE SOUTH 44 DEGREES, 58 MINUTES, 12 SECONDS WEST 12.73 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 121.74 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 1.26 FEET TO THE WEST LINE OF VACATED PRAIRIE AVENUE, AFORESAID; THENCE NORTH 00 DEGREES, 01 MINUTES, 11 SECONDS WEST ALONG SAID WEST LINE 341.95 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 3.23 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 10.15 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 1.96 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 152.09 FEET; THENCE SOUTH 45 DEGREES, 01 MINUTES, 48 SECONDS EAST 12.73 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 7.00 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 20.18 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 3.08 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 24.38 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 21.40 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 10.90 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 349.03 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 226.45 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 44.97 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 20.75 FEET TO A POINT ON THE EAST LINE OF LOT 65 IN SAID C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST ALONG THE EAST LINE AND EAST LINE EXTENDED OF SAID LOTS 63, 64 AND 65, A DISTANCE OF 313.40 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING

PART OF LOTS 62 AND 63 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT 396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FOOT WIDE) AND VACATED LILLIAN AVENUE (66 FOOT WIDE), VACATED PER ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 63; THENCE SOUTH 89 DEGREES, 42 MINUTES, 11 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 63, A DISTANCE OF 32.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 90.01 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 10.90 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 21.40 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 24.38 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 3.08 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 20.18 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 7.00 FEET; THENCE NORTH 45 DEGREES, 01 MINUTES, 48 SECONDS WEST 12.73 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 152.09 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 64.46 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 53.60 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING

PART OF LOTS 61 AND 62 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT 396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FOOT WIDE), VACATED PER ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 61; THENCE SOUTH 89 DEGREES, 41 MINUTES, 51 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 61, A DISTANCE OF 32.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 80.29 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 64.46 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 121.74 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 12 SECONDS EAST 12.73 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 7.00 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 20.18 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 3.08 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 24.32 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 39.80 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 10.96 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 14.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOTS 44, 45, AND 46 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT 396997 ALSO THAT PART OF VACATED LILLIAN AVENUE (66 FOOT WIDE), VACATED PER ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT 88576174, LYING BETWEEN SAID LOTS 45 AND 46 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, IN COOK COUNTY, ILLINOIS

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## EXHIBIT A-1 LEGAL DESCRIPTION

PARCEL 10:

LEASEHOLD INTEREST IN THE FOLLOWING:

PART OF LOTS 62 AND 63 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT NO. LR396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FEET WIDE) AND VACATED LILLIAN AVENUE (66 FEET WIDE), VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT NO. 88576174, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 63; THENCE SOUTH 89 DEGREES, 02 MINUTES, 11 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 63, A DISTANCE OF 32.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 90.01 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 10.90 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 21.40 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 24.38 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 3.08 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 20.18 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 7.00 FEET; THENCE NORTH 45 DEGREES, 01 MINUTES, 48 SECONDS WEST 12.73 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 152.09 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 64.46 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 53.60 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 11:

LEASEHOLD INTEREST IN THE FOLLOWING:

PART OF LOTS 61 AND 62 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REGISTERED MARCH 13, 1928 AS DOCUMENT NO. LR396997; ALSO PART OF VACATED PRAIRIE AVENUE (33 FEET WIDE) VACATED ACCORDING TO ORDINANCE RECORDED DECEMBER 13, 1988 AS DOCUMENT NO. 88576174, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 61; THENCE SOUTH 89 DEGREES, 41 MINUTES, 51 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 61, A DISTANCE OF 32.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 80.29 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 12 SECONDS WEST 64.46 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 121.74 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 12 SECONDS EAST 12.73 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 48 SECONDS WEST 7.00 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 20.18 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 3.08 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 24.32 FEET;

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TENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 39.80 FEET;  
TENCE NORTH 89 DEGREES, 58 MINUTES, 12 SECONDS EAST 10.96 FEET;  
TENCE SOUTH 00 DEGREES, 01 MINUTES, 48 SECONDS EAST 14.57 FEET TO  
THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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