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ASSIGNMENT OF LEASES AND RENTS

ASSIGNMENT made this 13th day of	June	, 19 <u>91</u>
THE ASSIGNOR, PALOS BANK AND TRUST COMPANY, greement dated August 8, 1988 and known as Trust Neneral Partnership (the "Beneficiary") (Trustee an Of the City of Chicago County of in consideration of EIGHT MILLION TWO HUNDRED THO and other valuable considerations, the receipt where set over unic Barclays American Business Credit, in the City of East Market, County of Hartford, State Assignor in and to the lease(s) affecting all or a positive county of the county	No. 1-2766 and 4801 Southwick Dri IN Seneficiary are collectively roughly rou	ve Partnership, an Illinois eferred to as "Assignor") ate of Illinois DOLLARS, hereby assign, transfer and its principal place of business in of the right, title and interest of
hereto, which leases are briefly described as follows	s: SEE EXHIBIT B ATTACHED HERETO HEREIN BY THIS REFERENCE.	AND INCORPORATED 2/ 02

1991 JUN 28 PN 2: 52

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together with all future leases of said real property and all rents, income and profits arising from said lease(s) and future leases, all modifications, renewals and extensions there of and any guarantees, if any, of the lessee's obligations under said lease(s) and future leases (said lease(s) and future lear es and guarantees, modifications, renewals and extensions relating thereto being hereinafter collectively referred to as the "Lease") and, further, together with all rents, income and profits arising from the use and occupation of the premises described in the Lease and in the Mortgage (as that term is defined below).

THIS ASSIGNMENT is a present and irrevocable assignment and is made for the purpose of securing:

A. The payment of all sums and indebtedness now or hereafter due uncer that certain promissory note and any amendments, extensions or renewals thereof, (the promissory note together with all amendments, extensions or renewals thereof being hereinafter collectively referred to as the "Note") in the criginal principal sum of up to EIGHT DOLLARS (\$ 8,200,000,000 / made by Assigned Trustee MILLION TWO HUNDRED THOUSAND AND NO/100 June 13, 1991 and dated , which Note is also secured by a Mortgage

June 13. , and recorded as in the Office of the Recorder of Deeds of Cook dated 19 91

County, Illinois on the real property described on Exhibit A hereto together with all modifications or extensions thereof being

hereinafter referred to as the "Mortgage");

(the

73-07-83112 (Tuto

- B. The payment of all sums with interest thereon becoming due and payable to the Assignee under this Assignment or the Morigage; and
- C. The performance and discharge of each and every obligation, covenant and agreement of Assignor under this Assignment, the Note, the Mortgage, and any other instrument securing the Note.

THE ASSIGNOR hereby covenants and warrants to said Assignee that Assignor has not executed any prior assignment of the Lease or rents, income or profits arising therefrom, nor has Assignor performed any act or executed any other instrument which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation; and Assignor further covenants and warrants to Assignee that Assignor has not executed or granted any modification whatsoever of the Lease, except as herein indicated, and that the Lease is in full force and effect, and that there are no defaults now existing under the Lease.

THE ASSIGNOR further covenants to the Assignee to observe and perform all the obligations imposed upon the lessor under the Lease and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing under the Lease or from the premises described in the Mortgage in advance of the time when the same shall become due; not to execute any other assignment of lessor's interest in the Lease or assignment of rents, income or profits arising or accruing from the Lease or from the premises described in the Mortgage; not to alter, modify or change the terms of the Lease or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee, or cancel or terminate the Lease or accept a surrender thereof; not to consent to any assignment of or subletting under the Lease, whether or not in accordance with its terms, without the prior written consent of the Assignee; and at the Assignee's request to execute and deliver such further assurances and assignments of any or all subsequent leases upon all or any part of the premises described in the Lease or Mortgage.

, including, but not limited to, all lease termination payments, any and all security deposits,

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THIS ASSIGNMENT is made on the following terms, covenants and conditions:

- 1. So long as there shall exist no default by the Assignor in the payment of the principal sum, interest and any other indebtedness secured hereby or by the Mortgage or any other instrument securing the Note and in the performance of any obligation, covenant or agreement to be performed by Assignor under this Assignment, the Note, Mortgage and all other instruments securing the Note and in the Lease, the Assignor shall have the right to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, income and profits arising under the Lease or from the premises described in the Lease and to retain, use and enjoy the same. Assignor, without the prior written consent of Assignee, will not cause or permit the leasehold estate under the Lease to merge with Assignor's reversionary interest.
- 2. Upon or at any time after default in the payment of the principal sum, interest or any other indebtedness secured hereby or by the Mortgage or any other instrument securing the Note or in the performance of any obligation, covenant or agreement to be performed by Assignor under this Assignment, the Note, Mortgage, or any other instrument securing the Note, Assignee without in any way waiving such default, at its option, without notice and without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by the Mortgage, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, may take possession of the premises described in the Lease and or Mortgage and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper. Additionally, Assignee, either with or without taking possession of said premises in its own name, may demand, sue for or otherwise collect and receive all rents, income and profits of said prenities, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee and to apply such rents. income and profits to 'ne payment of: (a) all expenses of managing the premises, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as the Assignee may deem necessary or desirable and all expenses coperating and maintaining the premises, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which the Assignee may deem necessary or resirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the premises; and (b) the principal sum, interest and any other indebtedness secured hereby or by the Mortgage or any other instrument securing the Note, together with all costs and attorneys' lees, in such order of priority = 3 to any of the items mentioned in this paragraph numbered "2" as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted it in this para graph numbered "2" or the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver of any default by the Assignor under the Note or Mortgage or under the Lease or this Assignment of the Assignor agrees that the exercise by Assignee of one or more of its rights and remedies hereunder shall in no way be deemed or construed to make Assignee a mortgagee in possession. From and after any such default all rents, income and profits of said premises received by Assignor shall be held by Assignor in trust for the benefit of Assignee. All sy on amounts shall be turned over to Assignee with or without demand immediately upon receipt.
- 3. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the premises after default or from any other act or omission of the Assignee either in collecting the rents, issues and profits hereunder or, if Assignee shall have taken possession of the pre-mises described in the Lease and or Mortgage, in managing the premises after default unless such loss is caused by the willful misconduct and bad faith of the Assignee. Further, the Assignee shall not be obligated to perform or discharge nor shall acceptance of this Assignment obligate the Assignee to perform or discharge any obligation, duty or liability under inc Lease or under or by reason of this Assignment, and the Assignor shall, and does hereby agree, to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damage which may or might be increased under said Lease or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Assignee 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 Lease. Should the Assignee incur any such liability under said Lease or under or by reason of this Assignment or in defense of any such claims or demands, the an cunt thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor so to do the Assigner may, at its option, declare all sums secured hereby and by the Mortgage immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon the Assignee, or for the carrying out of any of the terms and conditions of said Lease; nor shall it uper ite to make the Assignee responsible or liable for any waste committed on the property by the tenants or any other perturbs, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.
- 4. The affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. The Assignor hereby authorizes and directs the lessee named in said Lease or any other or future lessee or occupant of the premises described therein or in said Mortgage upon receipt from the Assignee of written notice to the effect that the Assignee is then the holder of said Note and Mortgage and that a default exists thereunder, under any other instrument securing the Note or under this Assignment to pay over to the Assignee all rents, income and profits arising or accruing under the Lease or from the premises described therein or in the Mortgage and to continue to do so until otherwise notified by the Assignee.
- 5. The Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.
- 6. The Assignor agrees that it will, from time to time, upon demand therefor by Assignee, deliver to Assignee an executed counterpart of each and every lease then affecting all or any part of the premises covered by the Mortgage. Further, the Assignor agrees that it will execute and record such additional assignments as the Assignee may request covering any and all of the said leases. Such assignments shall be on forms approved by the Assignee and Assignor agrees to pay all costs incurred in connection with the preparation, execution and recording of such assignments.

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- 7. Wherever used herein, the singular shall include both the singular and the plural and the use of any gender shall apply to all genders.
- 8. Nothing contained in his assignment and no at tone of emitted by the Assignee pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by the Assignee of any of its rights and remedies under the Note, Mortgage or any other instrument securing the Note. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the principal sum, interest and all other indebtedness secured hereby or by the Mortgage and to enforce any other security therefor held by it, and said rights and remedies may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.
- 9. Any notice, report, demand or other instrument authorized or required to be given or furnished under this Assignment to Assignor or Assignee shall be deemed given or furnished (i) when addressed to the party intended to received the same, at the address of such party set forth below, and delivered at such address or (ii) three days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, whether or not the same is actually received by such party:

Assignee:

BarclaysAmexican#Business Credit, Inc.

200 Glastonbury Boulevard

Glastonbury, Connecticut 06033

Attention: Real Estate Division, Loan No. 3881

Copy to:

Katten Muchin & Zavis

525 West Monroe Street, Suite 2100 Chicago, Illinois 60661-3693 Attention: Arthur E. Pape, Esq.

Assignor:

Palos Bank and Trust Company

U/T/A No. 1-2766

12600 South Harlem Avenue Palos Heights, Illinois 60463

Copy to:

Go d tine, Skrodzki, Russian,

Namec and Hoff, Ltd. ?560 West 32nd Place Summit, 112inois 50501

Attention: Richard J. Skrodzki, Esq.

Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

- 10. The terms, provisions, covenants and conditions increof shall be binding upon the Assignor and the heirs, devisees, representatives, successors and assigns of the Assignor including all successors in interest of Assignor in and to all or any part of the premises described in the Lease or the I4c. mage, and shall inure to the benefit of the Assignee and its successors and assigns and shall constitute covenants running with the land.
- 11. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessor, you that they will not render this Assignment invalid or unenforceable. In the event that any of the covenants, agreements, terms or provisions contained herein shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbatilihereby.
 - 12. Time is of the essence of this Assignment and of each and every part hereof.
 - 13. See RIDER attached hereto and incorporated herein by this reference.

and to: 4801 Southwick Drive Partnership 4801 Southwick Drive Matteson, Illinois 60443 Attention: William N. McLinden

Ronald R. Coco, Sr.

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RIDER TO ASSIGNMENT OF LEASES AND RENTS DATED AS OF JUNE 13, 1991 FROM PALOS BANK AND TRUST COMPANY, NOT PERSONALLY, BUT SOLELY AS TRUSTEE (THE "TRUSTEE") UNDER TRUST AGREEMENT DATED AUGUST 8, 1988 AND KNOWN AS TRUST NO. 1-2766 AND 4801 SOUTHWICK DRIVE PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP (THE "BENEFICIARY") (TRUSTEE AND BENEFICIARY ARE COLLECTIVELY, THE "ASSIGNOR") IN FAVOR OF BARCLAYS BUSINESS CREDIT, INC. (THE "ASSIGNEE").

- 13. Assignor agrees that, following the date of this Assignment, all leases for space in the Property shall be in accordance with a form of lease approved by Assignee, which form once approved shall not be amended or modified without Assignee's prior written consent. Assignor shall not, without Assignee's prior written consent, make any oral or written arrangement with any tenant providing for any lease concessions or any payments or reimburgements, direct or indirect and of any nature whatsoever, to tenant or any other party on such tenant's behalf without Assignee's prior written consent nor shall Assignor, without Assignee's prior written consent, enter into any lease or other arrangement for the occupancy of space within the Property which contains any material deviation from the standard form of lease approved by Assignee without Assignee's prior written consent. All leases or other arrangements for occupancy shall provide for a term of not more than three (3) years (exclusive of any options and rights to renay), and shall require payment of an annual Adjusted Rent (as hereinafter defined) of not less than \$14.00 per square foot of net rentable area. "Adjusted Rent" shall mean the difference between (i) the total rent per square foot of net renatable area paid by tenants, excluding any sums paid by tenants that amortize the cost of lenant improvements, which shall be not less than \$17.50 per such square foot, and (ii) the amount per square foot of net rentable area above which such tenant is required to pay all operating expenses and real estate taxes, which shall be not more than \$3.50 per such square foot. With respect to leases entered into *ter the date of this Assignment, Assignor shall obtain from such ray tenants a subordination and attornment agreement and tenant estorpal certificate on Assignee's standard forms of such documents or such other forms approved in advance by Assignee.
- 14. No party to this Assignment shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation procedure based upon or arising out of this Assignment or the dealings or the relationship between or among the parties, or any of them. No party will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived. The provisions of this paragraph have been duly discussed by the parties hereto and said parties have been assisted by counsel throughout the negotiations involving this instrument and including, without limitation, this paragraph, and these provisions shall be subject to no exceptions. No party has in any way agreed with or to any exceptions. No party has in any way agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances.
- 15. Notwithstanding any provisions herein to the contrary, this Assignment is intended to be an absolute assignment from the Assignor to Assignee and not merely the passing of a security interest. The rents and leases are hereby assigned absolutely by the Assignor to Assignee contingent only upon the occurrence of a default or an Event of Default, as the case may be, hereunder or under any of the documents evidencing or securing the loan to Assignor.
- 16. Any and all references herein to Barclays American/Business Credit, Inc. shall be deemed to mean and refer to Barclays Business Credit, Inc.

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- 17. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purposes or with the intention of binding said Trustee personally and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released; provided, however, that the foregoing shall not affect the liability of any guarantor of, or indemnifier with respect to, the loan secured hereby or any other person or entity other than the Trustee.
- 18. Assignor agrees to the full extent permitted by law, that if an Event of Default or a default occurs hereunder or under the Mortgage or under any of the documents executed in connection with the loan evidenced by the Note, neither Assignor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Assignment, or the absolute sale of the projecty hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat and Assignor, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do, the benefit of all such laws (including, without limitation, all rights under and by virtue of the homestead exemption laws of the State of Illinois).
- 19. Notwithstanding anything herein to the contrary, Assignee agrees (i) not to enforce any judgment for any deficiency against Assignor or any partners of Assignor in the event of foreclosure of the Mortgage, (ii) that in the event any suit is brought on the Note, whether after maturity by acceleration or by passage of time or at any other time, any judgment obtained against Assignor in such a suit shall be enforced only against the real property described in Exhibit A hereto and any improvements thereon and the income, rents, issues, revenues, proceeds and profits therefrom, and other property covered ry any other instrument or document delivered pursuant to or in connection with the loan evidenced by the Note (the "Loan Documents"). Nothing in this paragraph shall be deemed to (a) be a release or impairment of the indebtedness evidenced by the Note, nor of the lien of the Mortgage, (b) preclude the Assignee from foreclosing the Mortgage in case of any default and/or from enforcing any of its other rights in case of any default and/or from enforcing any of its other rights except as expressly stated in this paragraph, (c) prejudice the rights of the Assignee either as to any of the conditions of the Note or the Mortgage or any of the other Loan Documents, or to secure a deficiency or personal judgment against any subsequent owner of the real property described in Exhibit A hereto and any improvements thereon who assumes the indebtedness or as against any other person, persons or entity now or hereafter liable for payment of said indebtedness, including, without limitation, any guarantor of any part of said indebtedness, (d) preclude the Assignee from securing a personal judgment against Assignor for fraudulent acts or omissions or for the breach (when made or reaffirmed) of any of the warranties set forth in the

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Note, in the Mortgage, in the Hazardous Materials Certificate and Indemnity Agreement executed by Beneficiary and the guarantors of the Note, in the Warranty Certificate executed by Beneficiary and the guarantors of the Note or in any of the other Loan Documents, or (e) affect the liability of any guarantor of the loan or any person or entity other than Assignor.

IN WITNESS WHEREOF, the Assignor has duly executed and sealed this Assignment as of the date first written above.

> PALOS BANK AND TRUST COMPANY, not personally, but as Trustee as aforesaid

Attest:

Its:

4801 SOUTHWICK PARTNERSHIP, an general partnership

DRIVE Illinois

William N. McLinden,

General Partner

COO+ CO,

A:
JA Cleart's Olygica

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Marla R. Crown, Esq. Katten Muchin & Zavis 525 West Monroe Street Suite 2100 Chicago, Illinois 60606

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TRUSTEE'S ACKNOWLEDGEMENT

COUNTY OF COOK
1, Mary ten Burke, a Notary Public in and for and residing in said County
and State, Do H'R'BY CERTIFY THAT Barbara A. Danaher (name,
and Robert A. Slanks (name) Asst. Trust Officer
(title) and Asst. Vice President (title).
respectively, of PALOS BANK AND TRUST COMPANY
personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such Asst. Trus Officer (title) and Asst. Vice President (title) appeared before me this day of person and acknowledged that they signed and delivered
said instrument as their own free and voluntary acts and as the free and voluntary act of
said (bank) (trust company) for uses and purposes therein set forth; and the said
Asst. Trust Officer (tile) acknowledged that (s)he, as custodian of the
corporate seal of said (bank) (trust company), did affix said corporate seal to said instrument as (his) (her) own free and voluntary act and a the free and voluntary act of said (bank)
(trust company) for said uses and purposes.
GIVEN under my hand and notarial seal thisday ofJune
, 19_91
Man X. Post
- 11 (W/M /Ch D) 11 11 1
Notary Public
My Commission Expires: "Official SEAL" Mary Kay Burke
My Commission Expires:
"OFFICIAL SEAL" Mary Kay Burke
Notary Public, State of Illinois
y Commission Expires Aug. 31, 1991August 31, 1991

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STATE OF ILLINOIS)
COUNTY OF COOK) SS)
WILLIAM N. MCLINDEN, being DRIVE PARTNERSHIP, an Ill known to me to be the same foregoing instrument, appearance acknowledged that he signed	RODZKI, a Notary Public in and punty and State, DO HEREBY CERTIFY THAT a General Partner of 4801 SOUTHWICK inois general partnership, personally person whose name is subscribed to the ared before me this day in person and and delivered said instrument as his t and deed for the uses and purposes
"OFFICIAL SEAL" RICHARD J. SKRODZKI Not bry Public, State of Illinois Mr. Commission Expires Dec. 7, 1994 My Commission Expires:	
December 7, 1994	
for and residing in said Co RONALD R. COCO, SR., being DRIVE PARTNERSHIP, an Ill: known to me to be the same foregoing instrument, appea acknowledged that he signed own free and voluntary act therein set forth.	SS. ROPANI , a Notary Public in and unty and State, DO HEREBY CERTIFY THAT a seneral Partner of 4801 SOUTHWICK inois general partnership, personally person whose name is subscribed to the ared before me this day in person and and delivered said instrument as his and deed for the uses and purposes
"OFFICIAL SEAL" RICHARD J. SKRODZKI Notary Public, State of Illinois My Commission Expires Dec. 7, 1994	Notarial Seal this 13th day of June, The Motor Public
My Commission Expires: December 7, 1994	
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Budy Stall

EXHIBIT A

LEGAL DESCRIPTION

LOT 34 (EXCEPT THE WEST 156.22 FEET THEREOF) IN S/W CORPORATE PARK RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 14, 15, 26, 27 AND 28 IN S/W CORPORATE PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1989 AS DOCUMENT 89172767, IN COOK COUNTY, ILLINOIS.

COMMC' ADDRESS: 4801 SOUTHWICK DRIVE, MATTESON, ILLINOIS 60443

EAL L. BJECT 1 PERMANENT REAL ESTATE TAX IDENTIFICATION NUMBER: 31-21-403-014 (AFFECTS SUBJECT PROPERTY AND OTHER PROPERTY)

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RENT ROLL

WITESON, ILLINOIS

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ATHUR ANCESEN	7/1/90	6/30/95	-	3,412 \$4,285.00	. 285.00	35(7.10.00° \$15.00	4 4		15.00 HONE	S.	S.	HOME HOME 1-FIVE YEAR	S.	HOME HOME 1-FIVE YEAR
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