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ASSIGNMENT OF RENTS AND LEASES

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from

AMERICAN PATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated May 15, 1992 and known as Trust No. 115529-08, and not personally

and

44TH PLACE L.P., an Illinois limited partnership

to

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association

Dated as of June 1, 1992

Permanent Tax Index Numbers:

19-03-400-133, 135, 141, 142, 144, 145, 167, 169, 171, 172, 173

Address of Premises:

4401 West 44th Place Chicago, Illinois This Instrument Prepared by and to be Returned After Recording to:

James A. Schraidt
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

S2463619

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#### ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated May 15, 1992, and known as Trust No. 115529-08, and not personally (the "Mortgagor"), in order to secure its obligations under that certain Letter of Credit and Reimbursement Agreement dated as of June 1, 1992 (the "Letter of Credit Agreement"), by and among the Mortgagor, 44TH PLACE L.P., an Illinois limited partnership (the "Partnership"), which is the sole beneficiary of the Mortgagor, Randolph Pickle Corporation, an Illinois corporation, which is the sole general partner of the Partnership, and AMERICAN NATIONAL BANK AND TRUST Code, NY OF CHICAGO, a national banking association (the "Mortgagee"). [Alsuant to which the Mortgagee is issuing its irrevocable letter of credit (the "Letter of Credit") in an initial stated amount of \$5,972,740 for the account of the Mortgagor and the Partnership, executed a Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to the Mortgagee, the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated theres (collectively, the "Premises"); and

WHEREAS, the Mortgagee is the issuer of the Letter of Credit and the holder of the Letter of Credit Agreement; and

NOW, THEREFORE, in order to induce the Mortgagee to issue and deliver the Letter of Credit pursuant to the Letter of Credit Agreement secured by the Mortgage, the Mortgagor and the Partnership do hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, 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, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, including, but not limited to, the lease described in Exhibit B attached hereto (the "Lease"); (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to, the Lease; and (iii) any and all guarantees of the lessee's obligations under any of such leases and subleases and agreements. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the Premises, and not merely an assignment as additional security for the indebtedness described above.

The Mortgagor and the Partnership do hereby further covenant and agree as follows:

Section 1. Mortgagee as Agent. The Mortgagor and the Partnership do hereby jointly and severally irrevocably appoint the Mortgagee to be their agent for the management of the Premises, and do hereby authorize the Mortgagee to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of the Mortgagor and the Partnership as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagor and the Partnership might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

Partnership do pareby irrevocably authorize the Mortgager and the name to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become the and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall neve the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgager or the Partnership to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

section 4. Successors in Interest. It is fullher understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagor, the Partnership and the Mortgagee, respectively, including any participant in any obligation hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagor and/or the Partnership to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers

under this Assignment until after default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an event of default occurs under the Mortgage, the said Letter of Credit Agreement or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period, and the Mortgagor and the Partnership shall have a license to collect the rentals from the Premises in the absence of such a default or event of default and the expiration of any such grace period. Without limitation on any other remedies which the Mortgagee may be entitled to exercise in order to enforce this Assignment, the rights and powers of the Mortgagee under this Assignment may be exercised upon written notice by the Mortgagee to the Mortgagor and the Partnership and any one or more tenants under any lease or tenancy of the Premises or any portion thereof, and in order to enforce such rights and powers, it shall not be necessary for the Mortgagee to obtain possession of the Premises, or to institute any legal action or proceeding whatsoever, including, without limitation, any action to foreclose the Mortgage or to appoint a receiver for the Premises.

Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Leases of the Premises. The Mortgagor and the Partnership agree (i) that they will not enter into any lease of the Premises or any portion thereof (other than the Lease) without the prior written consent of the Mortgagee; (ii) that they at all times will duly perform and observe all of the terms, provisions, covenants and agreements on their respective parts to be performed and observed under any and all leases or the Premises or any portion thereof, including, but not limited to, the Lease, and shall not suffer or permit any default or event of default on the part of the lessor to exist thereunder; (iii) that they will not agree or consent to, or suffer or permit, any termination, modification or amendment of any lease of the Premises or any portion thereof, including, but not limited to, the Lease, without the prior written consent of the Mortgagee; and (iv) except for security deposits not to exceed one month's rent for any one lessee, that they will not collect any rent for more than one month in advance of the date same Unless otherwise approved by the Mortgagee, all lesses of space in the Premises shall be prepared on a lease form approved by the Mortgagee.

Section 8. Giving of Notice. All notices and other communications provided for hereunder shall be in writing and shall be given (i) by first class or certified mail, postage prepaid; (ii) by facsimile transmission and confirmed by the sender's telephone call to the recipient and by mailing or delivering a copy as provided in clause (i), clause (iii) or clause (iv) hereof; (iii) by hand delivery or (iv) by courier service (including overnight courier service). Notices shall be directed as follows:

If to the Mortgagor and the Partnership:

> American National Bank and Trust Company of Chicago. as Trustee under Trust No. 115529-08 33 North LaSalle Street Chicago, Illinois 60690 Attention: Land Trust Department

Telephone: (312) 661-5000 FAX: (312) 661-5608

and to:

44th Place L.P. cho Randolph Pickle Corporation 160 North Loomis Chicaço, Illinois 60607 Attention: Garry A. Newman Telephone (312) 738-1772 FAX: (312) 750-3916

with a copy to to:

Altheimer & Gray Suite 4000 10 South Wacker Drive Chicago, Illinois 60606 Attention: Barry B. Nekricz, Esq. Telephone: (312) 715-4810 FAX: (312) 715-4800

If to the Mortgagee:

American National Bank and Trust Company of Chicago 33 North LaSalle Street Chicago, Illinois 60690 Attention: Patrick J. Hickey

Clory's Original Commercial Banking Department

Telephone: (312) 661-5806

FAX: (312) 661-6417

Notice given as provided in clause (i) hereof shall be effective five days from the date of mailing. Notice given as provided in clauses (ii) and (iii) hereof shall be effective on the day sent if sent by 4:00 p.m. (local time at Chicago, Illinois) on a Business Day and otherwise on the next Business Day following the day of sending. Notice given as provided in clause (iv) hereof shall be effective on the Business Day following the day of sending.

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Section 2. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 10. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 11. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

#### Section 12. Construction.

- (a) the words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.
- (b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.
- (c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.
- (d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.
- (e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to the Mortgagee's satisfaction, or that any matter is to be as estimated or determined by the Mortgagee, or the like, unless specifically stated to the contrary, such approval consent, satisfaction, estimate or determination or the like shall be made, determined or given by the Mortgagee pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major commercial loans.

Section 13. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

Section 14. Execution by Mortgagor. This instrument is executed by American National Bank and Trust Company of Chicago, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said bank as such trustee, and it is expressly understood and agreed that nothing contained in this instrument shall he construed as creating any

monetary liability on American National Bank and Trust Company of Chicago, with respect to the performance of any warranty or covenant, either expressed or implied in this instrument, all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this Assignment or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness. American National Bank and Trust Company of Chicago by its execution hereof on behalf of the Mortgagor represents and warrants that it possesses full power and authority to execute this instrument.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of June 1, 1992. AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Crystee as aforesaid Title: (SEAL) ATTEST: Title: Anita M. Lutkus ASSISTANT CTT ... 44TH PLACE L.P., an Illinois limited partnership Rar.dolph Pickle Corporation, By: Gereral Partner By: Title: (SEAL) ATTEST: Title:

STATE OF ILLINOIS	) ) SS
COUNTY OF COOK	
ASSISTANT SECRETARY and Trust Company of Chi	instrument was acknowledged before me this and and and and and respectively, of American National Bank icago, a national banking association, greement dated May 15, 1992, and known as behalf of said Trustee.  Almula Axa Shari Notary Public  SS
The foregoing day of June, 1992,	and
Corporation, an Illinois L.P., an Illinois limite and said limited partner	, respectively, of Randolph Pickle corporation, general partner of 44th Place d partnership, on behalf of said corporationship.
	Notary Public

monetary liability on American National Bank and Trust Company of Chicago, with respect to the performance of any warranty or covenant, either expressed or implied in this instrument, all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this Assignment or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness. American National Bank and Trust Company of Chicago by its execution hereof on behalf of the Mortgagor represents and warrants that it possesses full power and authority to execute this instrument.

WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of June 1, 1992.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

C.		
	By	~
(SEAL)	C	
ATTEST:		
Title:		
	44TH PLACE L.P., an Illinois limite partnership	bś
	By: Randolph Pickle Coccuration, General Partner  By: Day Muller  Title: Oc.	-
(SEAL)	$\mathcal{G}^{r}$	
ATTEST: Johnson		Ç
Title: Atth. Secretar	7	92463619

STATE OF ILLINOIS ) ) SS	
COUNTY OF COOK	
day of June, 1992, by	t was acknowledged before me this and and ively, of American National Bank
and Trust Company of Chicago, a na Trustee under a Trust Agreement da Trust No. 115529-08, on behalf of	tional banking association, ted May 15, 1992, and known as
	Notary Public
STATE OF ILLINOIS	
COUNTY OF COOK  The foregoing instrumen	t, was acknowledged before me this
Jous J. Schwartz, 1992, by Gary	19. Newman and and and
Corporation, an Illinois corporation.  L.P., an Illinois limited partners and said limited partnership.	cively, of Randolph Pickle on, general partner of 44th Place
	Lynothe M. Powers Nothery Public
	"OFFICIAL SEAL" Lynette M. Powers Notary Public, State of Minois 114 Commission Expires 10/25/92

### UNOFFICIAL COPY ...

#### EXHIBIT A

#### LEGAL DESCRIPTION OF THE PREMISES

#### PARCEL 1:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, CF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 AS DOCUMENT 2530529, IN BOOK 67 OF PLATS, PAGE 44 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 727.19 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID SECTION 3, WITH A LINE WHICH IS 60.03 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEPINED, OF SAID SECTION 3, AND RUNNING THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 208.13 PERT TO ITS INTERESECTION WITH A LINE WITCH IS 935.32 FEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 3, THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 60.03 FEET TO ITS INTERESECTION WITH THE SAID NORTH AND SOUTH CENTER LINE, HEREINAFTED DEFINED, THENCE NORTH ALONG SAID NORTH AND SOUTH CENTER LINE TO ITS INTERESECTION WITH A LINE WHICH IS 915.32 FEET SOUTH FROM AND PARALLEL WITH SAID BAST AND NEST CENTER LINE OF SECTION 3; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT WHICH IS 550.57 FEET WEST FROM SAID NORTH AND SOUTH CENTER LINE OF SECTION: THENCE WESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH AND HAVING A RADIUS OF 308.12 FEET, A DISTANCE OF 112.23 FEET TO A POINT WHICH IS 895.10 FEET SOUTH FROM SAID EAST AND WEST CENTER LINE AND 660.21 FEET WEST FROM SAID NORTH AND SOUT! CENTER LINE OF SECTION 3; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX 10 THE SOUTHWEST AND HAVING A RADIUS OF 892.31 FRET, TO A POINT WHICH IS 870 30 FEET SOUTH FROM SAID EAST AND WEST CENTER LINE AND 718.07 FEET WEST FROM SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTH ALONG A LINE WHICH IS PARALLAL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3. A DISTANCE OF 143.41 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 727.19 FEST SOUTH PROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 3, AND THENCE BAST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 778.10 FRET TO THE POINT OF BEGINNING

THE FOREGOING DESCRIPTION IS BASED UPON THE POLLOWING DEFINITIONS:

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2648.14 FEBT WEST FROM THE NORTHEAST COPNER OF SAID SECTION 3, AND MEASURED 2642.84 FEBT EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, AND MEASURED 2669.37 FEBT WEST FROM THE SOUTHWEST CORNER OF SAID SECTION 3. THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, MEASURED 2597.19 FEBT SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2669.84 FEBT NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3, TO A POINT ON WEST LINE OF SAID SECTION 3, MEASURED 2598.77 FEBT SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEBT NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEBT NORTH FROM THE SOUTHWEST CORNER OF SAID

SECTION 3;

#### PARCEL 2:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2, AND THAT PART OF THE MORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, ON APRIL 29, 1897 AS DOCUMENT 2530529 IN BOOK 67 OF PLATS, PAGE 44, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IN 7.43 FEET EAST FROM AND PARALLEL WITH THE MORTH AND SOUTH CENTER LINE, HEREINAPTER DEFINED OF SAID SECTION 3, WITH A LINE WHICH IS 697.19 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE HEREINAFTER DEFINED OF SAID SECTION 3, AND RUNNING THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 731.50 FEET TO AN INTERSECTION WITH A LINE IS 724.07 FEET WEST PROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTH ALONG LAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 17.88 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 731.50 FEET TO A POINT ON SAID FIRST HEREIN DESCRIBED PARALLEL LINE WHICH IS 17.95 FEET NORTH FROM THE POINT OF BEGINNING; AND THENCE SOUTH ALONG SAID FIRST HEREIN DESCRIBED PARALLEL LINE SAID DISTANCE OF 17.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEPINITIONS:

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3 FAID MEASURED 2642.84 FEET EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION 3.

THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 1597 19 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEIT NORTH FROM THE SOUTH EAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 2 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3, IN COCK NORTY, ILLINOIS;

#### PARCEL 3:

ALL, THAT PART OF 40 FOOT PRIVATE STREET KNOWN AS WEST 44TH PLACE DESCRIBED AS FOLLOWS:

THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, LILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 AS COUNTY 2530529, IN BOOK 67 OF PLATS, PAGE 44 BOUKDED AND DESCRIBED AS POLLOWS:: THE SOUTH 40 FEET OF THE NORTH 727.19 FEET OF THE SOUTE 1/2 OF SECTION 3 WHICH LIES EAST

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OF A LINE 718.07 FEET WEST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 3 AND LYING WEST OF A LINE 60.03 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 3.

PCL 3B: EASEMENT FOR INGRESS AND EGRESS OVER, UPON, ACROSS AND ALONG ALL THAT PART OF 40 FOOT PRIVATE STREET KNOWN AS WEST 44TH PLACE RECORDED SEPTEMBER 18, 1967 AS DOCUMENT 20263540 DESCRIBED AS POLLOWS::

THAT PART OF LOT 13' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3. TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS, ACCORDING TO THE PLAT THEREOF RECORDED SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 AS DOCUMENT 2530529, IN BOOK F/ OF PLATS, PAGE 44 BOUNDED AND DESCRIBED AS POLLOWS:: beginning at a point of intersection of a line which is 687.19 feet south from and PARALLEL WITH THE EAST AND WEST CENTER LINE OF SECTION 3 WITH A LINE WHICH IS 310.15 FRET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 3 AND running thence south along last described parallel lines a distance of 40 peet to its intersection with a line which is 727. 9 feet south from and parallel with said east AND WEST CENTER LINE OF SECTION 3. THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 250.12 FEET TO AN INTERSECTION WITH A LINE WHICH IS 60.03 FEET BAST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTER DINE OF SECTION 3. THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 40 FEBT IN ITS INTERSECTION WITH SAID LINE WHICH IS 727.19 FEET SOUTH FROM AND PARALLEL WITH SAID BAST AND WEST CENTER LINE OF SECTION 3, THENCE EAST ALONG SAID LAST DESCRIBED CHALLEL LINE A DISTANCE OF 250.12 PEET TO THE POINT OF BEGINNING;

PARCEL 3C: EASEMENT FOR INGRESS AND EGRESS OVER, UPON, ACROSS AND ALONG ALL THAT PART OF 40 POOT PRIVATE STREET KNOWN AS WEST 44TH PLACE RECORDED SEPTEMBER 18, 1967 AS DOCUMENT 20263539 AND RE-RECORDED AS DOCUMENT 20273958 DESCRIPED AS POLLOWS::

THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/12 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WOOOK COUNTY. ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SAID CIRCUIT COURT PARTITON RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 AS DOCUMENT 2530529, IN BOOK 67 OF PLATS, PAGE 44 BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SOUTH KILDARE BOULEVARD, A PRIVATE STREET, WITH A LINE 687.19 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 3 AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF SOUTH KILDARE BOULEVARD 40 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 727.19 PEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SAID SECTION 3, THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE 265.78 FEET TO ITS INTERSECTION WITH A LINE 310.15 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OP SAID SECTION 3. THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE 40 PEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 687.19 FEET SOUTH FROM AND PARALLEL WITH SAID BAST AND WEST CENTER LINE OF SAID SECTION 3. THENCE EAST ALONG SAID PARALLEL LINE 265.78 FRET TO THE POB

2463619

#### EXHIBIT B

#### SCHEDULE OF LEASES

Lessor	Lessee	Date of Lease	<u>Premises</u>
American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement dated May 15, 1992, and known as Trust No. 115529-08, and 44th Place L.P., an Illinois limited partnership	Randolph Pickle Corporation	June 25, 1992	Entire Facility, 4401 West 44th Place, Chicago, Illinois
Trustee under a Trust Agreement dated May 15, 1992, and known as Trust No. 115529-08, and 44th Place L.P., an Illinois limited partnership		Punit Clarks	Oxica