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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made on December 21, 1992 by LAGROU COLD STORAGE CORPORATION, an Illinois corporation ("Borrower") having its principal office at 3514 South Kostner Avenue, Chicago, 50632 and LASALLE NATIONAL BANK, a national banking association, having its main office at 120 South LaSalle Street, Chicago, Illinois ("Bank").

WITNESSETH:

Bocrower is justly indebted to Bank in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) as evidenced by that certain Revolving Note executed by Borrower of even date herewith (the "Revolving Note").

Storage Partnership, Cold an Illinois LaGrou partnership ("LaGrou Partnership") holds fee simple in and to those two certain parcels of real estate located at 2055 West Pershing Road, Chicago, Illinois (the "Mercantile Parcel) and at 4551 South Racine Avenue, Chicago, Illinois (the "Hammond Parcel") each of which is legally described in Exhibit A attached hereto and by this reference incorporated herein (collectively, the "Property"); and

LaGrou Partnership has concurrently herewith executed and delivered to Bank a certain Telm Note in the principal amount of Six Million Dollars (\$6,000,000) (the "Note"), which Note is secured by a mortgage (the "Mortgage") encumbering the Property and by other collateral documents in favor of Bank;

Borrower is the tenant under a master lease between LaGrou Partnership, as lessor and Borrower, as lessoe, of the Property; and

Borrower has entered into subleases of the Property with various tenants;

NOW, THEREFORE, in consideration of the indebtedness evidenced by the Note and to secure (i) the payment of the principal and interest under the Revolving Note in accordance with the terms thereof, (ii) the payment by LaGrou Partnership of the procipal and interest due under the Note in accordance with the terms thereof, including and any all extensions, modifications and

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO: Joy S. Goldman Schwartz & Freeman 401 North Michigan 00 00 00 PH 1: 03 Suite 1900 Chicago, Illinois 60611

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renewals of each of the foregoing indebtedness, (iii) the performance of the covenants and agreements herein contained by Borrower to be performed, (iv) all obligations of Borrower arising under that certain Loan and Security Agreement executed by Borrower of even date herewith (the "Loan Agreement"), (v) the payment of all other indebtedness or obligations or liabilities of LaGrou Partnership to Bank or Borrower to Bank of any and every kind and nature, howsoever created, arising or evidenced and howsoever owned, held or acquired, whether now or hereafter existing, whether indirect, absolute, contingent or otherwise (including without limitations, obligations of performance), whether joint, several or joint and several, and whether arising or existing under written or oral agreements or by operation of law, (vi) the performance of the covenants and agreements contained in any and all other documents executed by Borrower or delivered to Bank to evidence or further secure the obligations of Borrower and LaGrou Partnership in connection with the Note and the Revolving Note, including, without limitation, the Loan Agreement, the Mortgage, and those certain Continuing Unconditional Guaranties of even date herewith executed and delivered by Lagrou Partnership, Donald Schimek and James Stancel (the Note, this Assignent, the Mortgage, Agreement, such Guarantees and the Revolving Note are collectively referred to herein as the "Loan Documents") and also in consideration of TEN DOM ARS (\$10.00), the receipt whereof is hereby acknowledged, the parties hereby agree as follows:

- Boirower does hereby sell, assign, Assignment Clause. transfer and set over unto Bank all right, title and interest of Borrower in and to all rents, issues, revenues, and profits of the Property, including, without limitation, those subleases and occupancy agreements identified on Exhibit B attached hereto, together with all right, title and interest of Borrower in and to any other subleases or occupancy agreements which may be hereafter entered into for all or any portion of the Property (collectively, the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests Therein now or hereafter held by Borrower and the benefit of any guarantees executed in connection with any of the Leases. This assignment is absolute and is effective immediately; however, until notice is sent by Bank to the Borrower in writing that an event of default has occurred under the Revolving Note or under any other Loan Document (each such notice is hereinafter referred to as the "Notice"), Borrower may receive, collect and enjoy the rents, income and profits accruing from the Property.
- 2. Representations. Borrower represents and warrants that: (i) there is no Lease in effect with respect to the Property which is not listed on Exhibit B attached hereto; (ii) it has made no prior assignment or pledge of the rents assigned hereby or of the Borrower's interest in any of the Leases; (iii) to the best of Borrower's knowledge, no default exists in any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the

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Leases; (iv) Borrower shall fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Borrower, erforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed; (v) to the best of Borrower's knowledge, none of the Leases have been modified or extended except as may be noted in Exhibit B; (vi) Borrower is the sole cwner of the landlord's interest in the Leases; (vii) to the best of Borrower's knowledge, the Leases are valid and enforceable in accordance with their terms; and (viii) to the best of Borrower's knowledge, no prepayment of any installment of rent for more than one (1) month due under any of the Leases has been received by Borrower.

- Megative Covenants of Borrower. Borrower shall not without Bank's prior written consent, (i) execute an assignment or pledge of the rents from the Property or any part thereof, or of the Borrower's interest in any of the Leases, except to Bank; (ii) modify, extend or otherwise alter the terms of any of the Leases; (iii) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; (iv) execute any lease of all or a sinstantial portion of the Property except for actual occupancy by the lessee thereunder; (v) in any manner impair the value of the Fraperty; or (vi) permit the Leases to become subordinate to any lies other than a lies created by the Loan Documents or a lien for general real estate taxes not delinquent; provided, however, that nothing herein shall prohibit Borrower from entering into, or require prior consent for, any Lease which meets all of the following: (a) it is not with any person affiliated with Borrower or LaGrou Partnership, or any person who controls either of them, and (h) it does not cover more than 15,000 square feet, and (c) it is for a term no greater than one (1) year, and (d) it is at a rental which is no less than fair market rental value.
- Affirmative Covenants of Borrower. Borrower shall at its sole cost and expense (i) at all times promptly ino faithfully abide by, discharge or perform all of the covenants, sociitions and agreements contained in the Leases; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the occupants to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases of the obligations, duties or liabilities of Borrower, as Lessor, and of the occupants thereunder, and pay all costs and expenses of Bank, including reasonable attorneys' fees in any such action or proceeding in which Bank may appear; (iv) transfer and assign to Bank any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Bank upon demand any and all instruments required to effectuate said assignment; (v) furnish to Bank, within ten (10) days after a request by Bank to do so, a written statement

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containing the names of all occupants of the Property or any part thereof, the terms of their respective Leases, the space occupied and the rentals payable thereunder; (vi) exercise within five (5) days of the demand therefor by Bank any right to request from the lessee under any of the Leases a certificate with respect to the status thereof; (vii) furnish Bank promptly with copies of any notices of default which Borrower may at any time forward to any lessee of the Property of any part thereof; and (viii) pay immediately upon demand all sums expended by Bank under the authority hereof, together with interest thereon at the default rate provided in the Note.

- 5. Agreement of Borrower. (a) Should Borrower fail to make any payment or to do any act as herein provided for, then Bank, but without obligation so to do, and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as Bank may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Bank, and also the tight to perform and discharge each and every obligation, covenant and agreement of the Borrower in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expense, including reasonable attorneys' fees, all at the expense of Borrower.
- (b) This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Bank and Bank shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Borrower shall and does hereby agree to indemnify and to hold Bank harmless of and from any and all liability, loss or damage which it may or wight incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or actions of Bank. Should Bank incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Borrower shall reimburse Bank therefor with interest at the default rate provided in the at immediately upon demand.
- Nothing herein contained shall be construed constituting Bank a "Mortgages in possession" in the absence of the taking of actual possession of the Property by Bank, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Bank, no liability shall be asserted or



enforced against Bank, all such liability being expressly waived and released by Borrower.

- (d) A demand on any lessee by Bank for the payment of the rent on any default claimed by Bank shall be sufficient warrant to the lessee to make future payment of rents to Bank without the necessity for further consent by Borrower.
- (e) Borrower does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Bank upon receipt of demand from Bank to pay the same, and Borrower hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Bank or compliance with other requirements of Bank pursuant to this Assignment.
- (f) Borrower hereby irrevocably appoints Bank as its true and lawful attorney with full power of substitution and with full power for Bank in its own name and capacity or in the name and capacity of Borrower, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject Property, and at Bank's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Bank may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Occupants of the subject Property are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases directly to Bank or such nominee as Bank may designate in writing delivered to and received by such occupants who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.
- (g) In the event any lesses under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination of Ejection of the Leases assigned hereby, Borrower covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Bank, and any check in payment of damages for termination or rejection of any such Lease shall be made payable both to Borrower and Bank. Borrower hereby assigns any such payment to Bank and further covenants and agrees that upon the request of Bank, it shall duly endorse to the order of Bank any such check, the proceeds of which shall be applied to whatever portion of the indebtedness secured by this Assignment Bank may elect.
- 6. Default. Upon, or at any time after, default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein or in any of the Loan

Documents or in the event of default under any of the Loan Documents, Bank may, at its option, from and after the Notice and expiration of applicable period of grace, if any, and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any action or proceeding, or by receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof; and do any acts which Bank deems proper to protect the security hereof; and, either with or without taking possession of said Property, in the name of Borrower or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorney(') fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Bank may determine. Bank reserves, within its own discretion, the right to determine the wethod of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of said Property or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Documents or the Note. Borrower agrees that it shall facilitate in all reasonable ways Bank's collection of said rents, and shall, upon request by Bank, promptly execute a written notice to each lessee directing the lessee to pay rent to Bank.

- Bank's Right to Exercise Readies. No remedy conferred upon or reserved to Bank herein or in the Loan Documents or the Note or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Note or the Loan Documents, contained shall be cumulative and concurrent and shall be in addition to every other remedy given hereunder and thereunder or new or hereafter existing at law or in equity or by statute. remedies may be pursued singly, successively or together against Borrower and/or the Property at the sole discretion of Bank. No delay or omission of Bank to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquisscence therein, and every power and remedy given by this Assignment to Eank may be exercised from time to time as often as may be deemed expedient by Bank.
- Defeasance. As long as there shall not have occurred a default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement contained herein, or in the Note or Loan Documents, Borrowe shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use an enjoy in the same. Upon the payment in full of all indebtedness secured

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hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Bank showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms of conditions 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.

- Waivers (a) To induce Bank to accept this Assignment, Borrower irrevocably agrees that, subject to Bank's sole and absolute election, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT, THE LOAN DOCUMENTS, OR THE PROPERTY, SHALL BE LITIGATED IN COURTS HAVING SIGUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. BORROWER HEILERY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OF FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. Borrower hereby irrevocably appoints and designates the Secretary of State of Illinois, whose address is Springfield, Illinois (or any other person having and maintaining a place of business in such state whom Borrower may from time to time hereafter designate upon ten (10) days written hotice to Bank and who Bank has agreed in its sole discretion in writing is satisfactory and who has executed an agreement in form and substance satisfactory to Bank agreeing to act as such attorney and agent), as Borrower's true and lawful attorney and duly authorized agent for acceptance of service of legal process. Borrower agrees that service of such process upon such person shall constitute personal service of such process upon Borrower. BORROWER HEREBY WAIVES ANY BEGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION PROUGHT AGAINST BORROWER BY BANK IN ACCORDANCE WITH THIS PARAGRAPH.
- (b) BORROWER HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, ANY OF THE LOAN DOCUMENTS, THE INDEPTEDNESS SECURED HEREBY, THE PROPERTY, ANY ALLEGED TORTIOUS CONDUCT BY BORROWER OR BANK OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, AMISES OUT OF OR RELATES TO THE RELATIONSHIP BETWEEN BORROWER AND BANK. IN NO EVENT SHALL BANK BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.
- 10. <u>Miscellaneous</u> (a) This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.
- (b) The covenants of this Assignment shall bind the Borrower, the successors and assigns of Borrower, all present and subsequent encumbrances, occupants and sub-occupants of the Property or any part thereof, and shall inure to the benefit of Bank, its successors and assigns.

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- (c) As used herein the singular shall include the plural as the context requires, and all obligations of each Borrower shall be joint and several.
- (d) The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.
- (e) In the event any one or more of the provisions contained in this Assignment or in the Note, or in the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Bank, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contain herein or therein.
- (f) This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.
- (g) Each Notice given pursuant to this Assignment or other written communication required hereunder shall be sufficient and shall be served as provided in the Mortgage. Any time period provided in the giving of any Notice hereunder shall commence upon the third day following the date such Notice is deposited in the mail.
- (h) The term "Borrower" and "Lank" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.
- (i) This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.
- (j) Bark acknowledges that LaGrou Partnership shall further encumber the Property (and the Leases) to secure that certain indebtedness of Borrower in the principal amount of \$1,250,000 (the "Subordinated Loan") in favor of Kelwich Realty Partnership, an Illinois general partnership ("Subordinate Lender"). All rights and interests of Subordinate Lender in and to the Property or any interest therein or portion thereof, and to the repayment of the Subordinate Loan, are and shall be, in all respects, subject and inferior to the liens, rights and interests of Bank.

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11501 IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on the day and year first above written.

LAGROU COLD STORAGE CORPORATION an Illinois corporation

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STATE OF ILLINOIS) SS COUNTY OF COOK)
in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Denald Share personally known to me and known by me to be the home the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 24th day of the base of the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
Notary Public
My Commission Expires: ONECIAL SEAE LISA O'KEEPE Notery Public, State of Unions My Commission Expires Fab. 73, 1994
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EXHIBIT B SCHEDULE OF LEASES

Lease Agreement dated April 17, 1992 by and between Hammond - Columbia Refrigerated Foods, Inc., and Culinary Foods, Inc.

Supplemental Agreement dated August 15, 1990 by and between Commodity Warehousing Corporation and Chicago Board of Education of the City of Chicago.

Leage Agreement dated February 25, 1992 by and between Mercantile Refrigerated Warehouse and HRR Enterprises.

Lease Agreement dated May 9, 1991 by and between Commodity Warehousing Corporation and Heartland Trading Company.

Lease Agreement dated January 3, 1992 by and between Commodity Warehousing Corporation and E. Justice and Sons.

Lease Agreement dated January 11, 1990 by and between Commodity Warehousing Corporation and Western Hide Company, Inc.

Lease Agreement dated August 22, 1989 by and between Commodity Warehousing Corporation and Hartog Foods International/Wood Dale Foods.

Lease Agreement dated June 29, 3992 by and between Commodity Warehousing Corporation and Rossi Distributors.

Lease Agreement dated January 3, 1992 by and between Commodity Warehousing Corporation and Buedel Food Company.

Lease Agreement dated June 23, 1992 by and between Commodity Warehousing Corporation and Culinary Foods, Inc.

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ORDER NUMBER: 1401 007402575 D2

STREET ADDRESS: 455/ South ROCHE

CITY: TAX NUMBER:

Chiengo COUNTY: COCK

20-05-200-018

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOT 8 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 MORTH, RANGE A EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 1122.96 FRET HAS POM AND PARALLEL WITH THE WEST LINE OF SAID HAST 1/2 OF SECTION 5, AT A POINT THEREON WHICE IS 788.45 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 8, SAID SOUTH LINE BEING IDENTICAL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, AND NUMBING THENCE BAST ALONG A LINE, 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.84 FEBT; THEFCE SOUTH ALONG A LINE FARALLEL WITH THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 87.85 PRET: THENCE WEST ALONG A LINE 700.60 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID BAST 2/3, A DISTANCE OF 204.84 PEET TO ITS INTERSECTION WITH THE SOUTH LINE 1122.96 FEET EAST PROO AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 AND THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

92981501 THAT PART OF LOT 8 IN STOCK YARDS SUBDIVISION OF 1F1 BAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOYNDED AND DESCRIBED AS FOLLOWS:: BEGINNING ON THE WEST LINE OF SAID LOT 8, BEING A LINE (122,96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, AT A POLET, THEREON WHICH IS 411.00 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5; AND COUNTRY THERCE EAST ALONG A LINE WHICH IS 411.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 141.75 FRET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 62.00 FEET TO A POINT WHICH IS 349.00 FAET NORTH FROM THE SOUTH LINE OF SAID BAST 1/2 OF SECTION 5; THENCE BAST ALONG A LINE 349.00 SPECIATION FROM AND PARALLEL WITH THE SOUTH LINE OF SAID BAST 1/2 OF SECTION 5, A DISTANCE OF 452.55 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST ALD HAVING A RADIUS OF 194.74 FEST A DISTANCE OF 165.17 FEST TO A POINT WHICH IS 376.79 FEST MORTH FROM THE SOUTH LINE AND 831.42 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE MORTH ALONG A STRAIGHT LINE, A DISTANCE OF 226.93 FEET TO A POINT WHICH IS 603.72 FEET MORTH FROM THE SOUTH LINE AND 831.13 FERT WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A PADIUS OF 478.34 FEET, A DISTANCE OF 270.85 FEET TO A POINT WHICH IS 788.45 FEET NORTH FROM THE SOUTH LINE AND 1023.77 FEET WEST FROM THE BAST LINE OF SAID BAST 1/2 OF SECTION 5; THENCE WEST ALONG A LINE 788.45 PRET NORTH FROM AND PAPALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 501.77 PEET TO ITS INTERSECTION WITH SAID WEST LINE OF LOT 8 AND THENCE SOUTH ALONG SAID WEST LINE OF LOT 8, A DISTANCE OF 377.45 PEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF LOT 8 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COCK COUNTY, ILLINOIS, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS POLLOWS:: BEGINNING ON A LINE WHICH IS 1122.96 FEBT EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, AT A POINT THERBON WHICH IS 788.45 FEET BORTH FROM THE SOUTH LINE OF SAID LOT 8, SAID SOUTH LOT LINE BEING IDENTICAL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, AND RUNNING THERCE EAST ALONG A LINE 788.45 FEET NORTH FROM AND PARALLEL WITH THE

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ORDER NUMBER: 1401 007402575 D2

STREET ADDRESS: 4551 S. Racine

CITY: Chicago IL COUNTY: COOK

TAX NUMBER: -- 200-048

LEGAL DESCRIPTION:

SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.84 PRET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID BAST 1/2, A DISTANCE OF 87.85 FEET; THENCH WEST ALONG A LINE 700.60 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.84 FEET TO ITS INTERSECTION WITH SAID LINE 1122.26 FRET EAST FROM AND PARALLEL WITH WEST LINE OF SAID MART 1/2; THENCE NORTH ALONG SAID MAST DESCRIBED PARALLEL LINE, A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR THE BENEFIT OF FAPCILS 1 AND 2 FOR INGRESS AND EGRESS CREATED BY GRANT DATED MARCH 13, 1978 AND RECORDED MARCH 24, 1978 AS DOCUMENT 24361895 FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OVER AND ACROSS THE POLLOWING DESCRIBED PARCELS OF REAL ESTATE:

A STRIP OF LAND, 20 FEET WIDE, COMPRISED OF A PART OF EACH OF LOTS 8, 10, AND 11 IN STOCK YARDS SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID STRIP OF LAND BEING 10 FEET IN WIDTH ON EACH SIDE OF A CENTER LINE (AND A WESTWARD EXTENSION THEREOF) DESCRIBED AS POLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID LOT 11, WITH A LINE 986.16 FEET NORTH FROM AND PARALLEL WITH THE SCOTE LINE OF THE BAST HALF OF SAID SECTION 5. (SAID POINT OF INTERSECTION BEING 124.07 FEET, MEASURED ALONG SAID PARALLEL LIME, EAST FROM THE WEST LINE OF SAID EAST HALF OF SECTION 5), AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 118.20 FEET; THENCE EASTWARDLY ALONG THE ARC OF A CIRCLE WHICH IS CONVEX TO THE SOUTH, HAS A RADIUS OF 100 FEET AND IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 52.36 FEET; THENCE EASTWARDLY ALONG A STRAIGHT LINE, TANGERT TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 20.09 FEET; THENCE BASTWARDLY 24 DWG THE ARC OF A CICLE WHICH IS CONVEX TO THE NORTH, HAS A RADIUS OF 100 FRET AND IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 52.36 PEET TO A POINT OF TANGENT ON THE NORTH 1 INC OF SAID LOT 11; THENCE BAST ALONG THE NORTH LINE OF SAID LOT 12 (SAID NORTH LINE BEING 1923 FEET MORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST HALF OF SECTION S) A DISTANCE OF 826.25 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST (ND) HAVING A RADIUS OF 100 FEET, A DISTANCE OF 156.90 FEET TO A POINT OF TANGENT ON A LINE 1285.80 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF SECTION 5; AND THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE (AND SOUTHWARD EXTENSION THEREOF), A DISTANCE OF \$2.981501 134.73 FEET TO AN INTERSECTION WITH A LINE 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID BAST HALF OF SECTION 5.

PARCEL 4:

BASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS CREATED BYBASEMENT AGREEMENT RECORDED OCTOBER 22, 1969 AS DOCUMENT 20992913 MADE BY AND BETWEEN THE UNION STOCKYARD AND TRANSIT COMPANY OF CHICAGO, A CORPORATION OF ILLINOIS AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTER UNDER TRUST AGRESMENTS DATED SEPTEMBER 1, 1965 AND KNOWN AS TRUST NUMBER 22202, AND DATED ADGUST 1, 1968 AND KNOWN AS TRUST NUMBER 27077, OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:



ORDER NUMBER: 1401 067402575 D2

STREET ADDRESS: 4551 S. Placivia

CITY: chicago sz TAX NUMBER: 26-65-2-00-648

COUNTY: COOK

LEGAL DESCRIPTION:

A PARCEL OF LAND IN LOT 2 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PARCEL BRING MORE PARTICULARLY DESCRIBED AS POLLOWS:

BEGINNING AT A POIGN WHICH IS 956.46 FEET NORTH PROM THE SOUTH LINE AND 37.14 FEET EAST FROM THE WEST LINE OF SALOCRAST 1/2 OF SECTION 5 AND RUNNING THENCE MORTHMANDLY ALONG A STRAIGHT LINE A DISTANCE OF 33.30 THET TO A POINT WHICH IS 989.69 FERT NORTH PROM THE SCUTH LINE AND 39.45 FEBT BAST FROM THE MEST LINE OF SAID BAST 1/2 OF SECTION 5; THENCE BASTWARDLY ALONG A STRAIGHT LINE A DISTANCE 84.22 FEBT TO A POINT 995.32 FEBT NORTH FROM THE SOUTH LINE OF SAID BAST 1/2 OF SECTION 5 AND ON THE LINE BETWEEN LOTS 11 AND 12 TN SAID STOCK YARD'S SUBDIVISION, (SAID LINE BETWEEN LOTS 11 AND 12 BEING ALSO THE ELSTERLY LINE OF THE LANDS OF THE CHICAGO RIVER AND INDIANA RATERING COMPANY); THENCE SOUTHWARDLY ALONG THE LINE BETWEEN LOTS 11 AND 12, SAID LINE BZING THE LING OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 600 FEET, A DISTANCE OF 33.00 FEET 10 A POINT 962.41 PEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5 AND THENCE WISTWIDDLY ALONG A STRAIGHT LINE A DISTANCE OF 89.00 SUNTY COMPTON OFFICE FEST TO THE PLACE OF BEGINNING, ALL IN COCK COUNTY, ILLINOIS

Property of Cook County Clark's Office



ORDER NUMBER: 1401 007402574 D2

STREET ADDRESS: 2055 West Peaching

CITY: Q heago COUNTY: COOK

TAX NUMBER: 30.04-100.076 20-06-100-013 20-06-100-015

20-04-100-079 20-06-100-214 20-06-100-016

LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE COUNTY OF COOK AND STATE OF ILLIROIS:

PARCEL 1: THAT PART OF THE MORTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 RAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE PARALLEL TO AND 33 FERT SOUTH OF THE MORTH LINE AND 641.32 FRET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH AT RIGHT ANGLES TO SAID PARALLEL LINE 310 FEET; THENCE EAST ON A LINE PARALLEL TO THE MORTH LINE OF SAID MORTHWEST 1/4 OF SECTION 6 125.93 FRET TO A POINT; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHRAST WITH A RADIUS OF 371 FEET A DISTANCE OF 18.36 FEET TO A POINT WHICH IS 325.86 FEET SOUTH OF THE MORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID MORTHWEST 1/4 OF SECTION 6; THENCE MORTH ON A LINE AT RIGHT ANGLES TO A LINE PARALLEL TO AND 33 FEET SOUTH OF THE MORTH LINE OF SAID MORTHWEST 1/4 OF SECTION 5, DISTANCE OF 292.86 FEET; THENCE WEST ON LAST DESCRIBED PARALLEL LINE BEING ALSO THE SOUTH LINE OF WEST 39TH STREET, 132.5 FEET TO THE FLACE OF BEGINNING:

PARCEL 2: ALSO THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 376.32 PEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE WEST ALONG A LINE 33 FEET SOUTH OF AND PARALLE. WITH THE MORTH LINE OF THE MORTHEAST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 132.5 FEET TO A POINT; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES WITH LAST DESCRIBED LUP A DISTANCE OF 292.86 FEET TO A POINT; THENCE NORTHWEST WITH A RADIXS OF 300 FEET TO A FOINT 132.5 FEET RAST OF THE LAST DESCRIBED STRAIGHT LINE, MEASURED AT RIGHT ANGLES THERETO; SAID POINT BEING 199.19 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 166.19 FEET TO THE PLACE OF BEGINNING;

PARCEL 3: ALSO THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHI? 3) NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS POLLOWS: BEGINNING AT A POINT 33 FEBT SOUTH OF THE NORTH LINE AND 691.39 FEBT WEST OF THE ASSICHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ON A STRAIGHT LINE AT RIGHT APPLIES TO THE MORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6,500 FEBT; THENCE WEST ON A STRAIGHT LINE PARALLEL TO AND 533 FEBT SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6,308 FEBT; THENCE NORTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE TO A POINT 33 FEBT SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, SAID POINT BEING 999.39 FEBT WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE EAST ON A STRAIGHT LINE PARALLEL TO AND 33 FEBT SOUTH OF THE NORTH LINE OF SAID HORTHWEST 1/4 OF SECTION 6, 308 FEBT TO THE PLACE OF BEGINNING;

PARCEL 4: THAT PART OF THE NORTHNEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF WEST PERSHING ROAD WHICH IS 33 FRET SOUTH OF THE NORTH LINE OF THE MORTHWEST 1/4 OF SECTION 6, SAID POINT BEING 691.39 FEFT WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 500 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF



ORDER NUMBER: 1401 007402574 D2 STREET ADDRESS: 2055 W Persking

CITY: COUNTY: COOK

TAX NUMBER: 20 - 26 -100-015 20-66-100-013 20-04-100-076 20-06-100-016 20-06-160-014

LEGAL DESCRIPTION: 20-06-166-079

THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 50.67 FEET EAST OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE NORTH ALONG SAID PARALLEL LINE ADDISTANCE OF 469.79 FRET MORE OR LESS TO ITS INTERSECTION WITH THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE WEST ALONG THE SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 50 1877 TO THE POINT OF BEGINNING;

PARCEL 5: THAT PART OF THE MORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS POLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN AT RIGHT ANGLES TO THE MORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FECM A POINT WHICH IS 999.3 FRET WEST OF THE NORTHEAST CORNER THERBOY, WITH THE SOUTH LINE OF THE MORTH 533 FEET OF THE SAID MORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 523 FEET A DISTANCE OF 308 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 371 FEBT, THE SAID CURVE BEING DRAWN FROM A POINT 5/2 FEST SOUTH OF THE NORTH LINE AND 860 FEST WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/2 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE RAST LINE OF THE NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED CURVED LINE TO A POINT IN THE SO ITH LINE OF THE NORTH 573 FEET, SAID POINT BRING 860 FRET WEST OF THE EAST LINE OF THE SAID MORIHWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 573 FEET A DISTANCE OF 140.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EXTENSION OF THE AFOREMENTIONED LINE DRAWN AT PIGHT ANGLES TO THE MORTH LINE OF THE SA NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE DRAWN F. RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 A DISTANCE OF 40 PEET TO THE POINT OF REGINNING;

PARCEL 6: THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BORNOSO AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID FORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WHICH POINT OF BEGINNING IS 393 FEET SOUTH OF THE MORTH LINE OF THE SAID MORTHWEST 1/4 OF SECTION 6; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 270 PRET AN ARC DISTANCE OF 149.75 FRET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE MORTH 533 FRET OF THE SAID NORTHWEST 1/4 OF SECTION 6, THE SAID POINT BEGINNING 47.5 FRET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE WORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 3.72 FEET MORE OR LESS TO A POINT 535.76 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 50 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RASIUS OF 193.13 FEBT AN ARC DISTANCE OF 51.88 FEET MORE OR LESS TO A POINT IN THE SCOTH LINE OF THE MORTH 573 FEET OF THE SAID NORTHWEST 1/4, SAID POINT BEING 85.89 PEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID MORTHWEST 1/4 A DISTANCE OF 85.89 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLE A DISTANCE OF 180 PEET TO THE POINT OF BEGLEWING;