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#### THIRD SUPPLEMENTAL ASSIGNMENT OF LEASES AND RENTS

This Third Supplemental Assignment of Leases and Rents dated as of December 30, 1992, between American National Bank and Trust Company of Chicago, a national banking association of 33 North LaSalle Street, Chicago, Illinois 50602, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated July 1, 1991 and known as Trust Number 114226-07 (hereinafter referred to as the "Trustee") and CORM Associates Limited Partnership, an Illinois limited partnership of 1400 East Touhy Avenue, Suite 230, Des Plaines, Illinois 60018 ("Beneficiary", Trustee and Beneficiary being hereinafter collectively referred to as "Assignors") and Bank of Montreal of 115 South LaSalle Street, Chicago, Illinois 60603 (hereinafter referred to as the "Assignee").

#### WITNESSETH:

WHEREAS, LaSalle National Trust, N.A., through its predecessor LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated August 1, 1972 and known as Trust Number 44261 (th: "Original Trustee") and Corm Nautilus Associates ("CNA") have heretofore executed and delivered to the Assignee that certain Assignment of Leases and Rents dated October 8, 1986 which was recorded (i) on October 20, 1986 with the County Recorder of Cook County, Illinois as Instrument Number 86486328, (ii) on October 20, 1986 in the office of the Recorder of DuPage County, Illinois as Instrument Number R86-129253 and (iii) on October 20, 1985 in the office of the Registrar of Titles of Cook County, Illinois as Instrument Number ?359629, and subsequently amended (as amended the "Assignment"), whereby Assignors did assign, transfer and set over unto Assignee all the right, title and interest of Assignors in, to and under all leases of every kind now or hereafter existing with respect to certain real estate located in Cook and DuPage Counties, Illinois, more particularly described on Exhibit A attached hereto, together with all rents accrued and to accrue thereunder; and

WHEREAS, the interests of the Original Trustee and CNA in the Leases (as hereinafter defined) has been transferred pursuant to the Assumption Agreement (as hereinafter defined) and Assignors have assumed all of the obligations of the Original Trustee and CNA in connection with the indebtedness secured hereby; and

WHEREAS, the Assignment secures, among other things, that certain Promissory Note executed by the Original Trustee, dated as of October 8, 1986 and payable to the order of

This Instrument Prepared By:

Alizon J. Shuldiner
COOK COUNTY, ILLIHOIS
111 West Monroe Street FILED FOR RECORD
Chicago, Illinois 60603

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the Assignee in the original principal sum of \$19,000,000, as amended by that certain First Amendment to Term Loan Agreement and First Amendment to Promissory Note dated as of December 31, 1992 (the "First Amendment"), by that certain Second Amendment to Term Loan Agreement and Second Amendment to Promissory Note dated as of September 7, 1990 (the "Second Amendment") and by that certain Note Modification and Extension Agreement, Assumption Agreement, Second Supplemental Mortgage and Security Agreement with Assignment of Rents and Amendment to Loan Agreement (the "Assumption Agreement") dated as of March 16, 1992 among the Trustee, Beneficiary and Assignee, which promissory note, as so amended, is expressed to mature on December 31, 1992 and is expressed to bear interest payable at the rates and times specified in the Loan Agreement, defined below (such Promissory Note, as so amended, and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor being hereinafter referred to as the 'Note"), the Note having been issued under and pursuant to the terms of that certain Term Livin Agreement dated October 8, 1986 originally executed by and among Original Trustee, CNA and Assignee, which Loan Agreement has been amended by the First Amendment, by the Second Amendment and by the Assumption Agreement (such Loan Agreement, as so amended, being hereinafter referred to as the "Loan Agreement"); and

WHEREAS, Beneficiary has requested that Assignee issue that certain reducing Standby Letter of Credit No. SLCDC3890/910777 for the account of Beneficiary dated December 31, 1992, initially in the arount of \$376,000 and with an expiry date of December 31, 1993 (the "Letter of Credit"); and

WHEREAS, the Beneficiary has further requested that the Assignee extend the maturity of the Note to March 31, 1993, subject to extension to June 30, 1993 upon certain terms and conditions; and

WHEREAS, as a condition to issuing the Letter of Creuit and extending the maturity of the Note, Assignee has required that Assignors pledge additional property as security for the indebtedness secured by the Assignment; and

WHEREAS, as a further condition to issuing the Letter of Credit and extending the maturity of the Note, Assignee has required that Assignors execute, and currently herewith Assignors have executed, that certain Note Modification Agreement, Third Supplemental Mortgage and Security Agreement with Assignment of Rents and Amendment to Loan Agreement (the "Modification Agreement") dated as of even date herewith; and

WHEREAS, as a further condition precedent to extending the maturity of the Note and issuing the Letter of Credit, the Assignee requires the Assignors, and to accommodate that requirement the Assignors desire by this Supplement, to confirm and assure that all the properties, rights, interests and privileges which are currently subject to the lien of the Assignment be and constitute collateral security for the indebtedness now secured thereby, including the Note as amended by the Modification Agreement and as collateral security for the obligations under the Letter of Credit and any and all applications (collectively, the "Application") executed in connection therewith; and

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WHEREAS, the Assignment is to continue to secure the Note as amended by the Modification Agreement;

NOW, THEREFORE, for and in consideration of the execution and delivery by the Assignee of the Modification Agreement and the extension of the maturity of the loan evidenced by the Note and the issuance of the Letter of Credit and other good and valuable consideration, receipt whereof is hereby acknowledged, the Assignment shall be and hereby is supplemented and amended as follows to wit:

Assignors, in order to secure (i) the payment of the principal and premium, if any, of and interest on the Note as amended by the Modification Agreement and any and all notes issued in excession or renewal thereof or in substitution or replacement therefor as and when the same becomes due and payable (whether by demand, lapse of time, acceleration or otherwise), (ii) the payment of all sums owing in connection with the Letter of Credit (as such Letter of Credit may hereafter be amended, and any and all letters of credit issued in extension or renewal thereof or in substitution or replacement therefor) and all sums payable pursuant to the Application, as and when each of the foregoing becomes due and payable, (iii) all sums at any time due or owing from or required to be paid by the Trustee under the terms of that certain Mortgage and Security Agreement with Assignment of Rents dated October 8, 1986, as hereinbefore and hereinafter amended from time to time (as so amended, the "Mortgage"), and the performance and observance of all the covenants and agreements contained herein or in the Assignment or in the Mortgage provided to be performed or observed, (iv) the performance of all obligations, covenants, promises and agreements of the Trustee or the Beneficialy under the terms of any loan or other agreement setting forth terms and conditions applicable to the loan evidenced by the Note or providing collateral security therefor and (v) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i) through (v) the Assignors do hereby assign, transfer and set over unto the Assignee, its successors and assigns all right, title and interest of the Assignors in, under or pursuant to any and all present or future leases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignors or either of them may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignce under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively, the "Leases"), all relating to that certain real estate situated in the Counties of Cook and DuPage, State of Illinois, described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignors or either of them in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees under the Leases.

The second full paragraph of the Assignment, appearing on pages one and two thereof, is hereby deleted in its entirety and the following is substituted therefor:

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"This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain promissory note originally executed by LaSalle National Trust, N.A., through its predecessor trustee, LaSalle National Bank, not personally, but as Trustee under a Trust Agreement dated August 1. 1972 and known as Trust Number 44261 (the "Original Trustee"), dated October 8, 1986 and payable to the order of the Assignee in the original principal sum of \$19,000,000, as amended by that certain First Amendment to Term Loan Agreement and First Amendment to Promissory Note dated as of October 31, 1989 (the "First Amendment"), by that certain Second Amendment to Term Loan Agreement and Second Amendment to Promissory Note dated as of September 7, 1990 (the "Second Amendment"), by that certain Note Modification and Extension Agreement, Assumption Agreement, Second Supplemental Mortgage and Security Agreement with Assignment of Rents and Amendment to Loan Agreement dated as of March 16, 1992 (the "Assumption Agreement") and by that certain Note Modification Agreement, Third Supplemental Mortgage and Security Agreement with Assignment of Leases and Rents and Amendment to Loan Agreement dated as of December 30, 1992 (the "Modification Agreement") which promissory note is expressed to bear interest payable at the tirnes and at the rates set forth therein (such promissory note, as amended by the First Amendment, the Second Amendment, the Assumption Agreement, the Modification Agreement and any further amendments, together with any and all notes issued in extension or renewal thereof or ir substitution or replacement therefor being herein sometimes referred to as "Note One" and sometimes as the "Notes"), which Note One has a final maturity date for all principal and interest not sooner required to be paid of March 31, 1993, subject to extension to June 30, 1993 upon compliance with certain terms and conditions, and has been issued under and pursuant to the terms of a Term Loan Agreement dated October 8, 1986, originally executed by and among the Original Trustee, Corm-Nautilus Associates ("CNA") and Assignee, as amended from time to time (as so amended, the "Term Loan Agreement"), (ii) the payment in full of all surns owing in connection with that certain reducing Standby Letter of Credit No. SLCDC3896/910777 issued by Assignee for the account of Beneficiary, initially in the amount of \$376,000 and dated December 31, 1992, with an expiry date of December 31, 1993, together with any and all letters of credit issued in extension or renewal thereof or in substitution or replacement therefor (the "Letter of Credit") and all sums payable pursuant to any and all applications executed in connection with the Letter of Credit, as and when each of the foregoing becomes due and payable, (iii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage and Security Agreement with Assignment of Rents executed by the Original Trustee in favor of the Assignee, as amended from time to time (as so amended, the "Mortgage"), conveying and mortgaging the premises as security for the Note and any and all other indebtedness intended to be secured thereby, (iv) the performance of all obligations, covenants, promises and agreements of the Trustee or the Beneficiary contained in any loan or other agreements setting forth terms and conditions applicable to the loan evidenced by the Note or providing collateral security therefore, and (v) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii), (iii) and (iv) or any security therefore, including this Assignment (Note One and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "indebtedness hereby secured")."

Schedule I attached to the Assignment is hereby deleted in its entirety and Schedule I attached hereto is hereby substituted therefor.

The Assignors do hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignors with full power of substitution for Assignors and in Assignors' name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignors could do, and to endorse the name of the Assignors or any of them on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignors or any of them or otherwise, which the Assignee may deem necessary or appropriate to collect any and all sums due or to become due under any Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

The foregoing granting clauses are in addition to and supplemental of and not in substitution for the granting clauses contained in the Assignment. Nothing herein contained shall in any manner affect or impair the priority of the lien of the Assignment as to the indebtedness which would be secured thereby prior to giving effect to this instrument.

Assignors hereby repeat and reaffirm an covenants and warranties contained in the Assignment with the same force and effect as though the same were repeated herein in their entirety, each and all of which shall be applicable to all of the indebtedness secured by the Assignment as amended and supplemented hereby and to all of the properties, rights and privileges subject to the lien and security interest thereor as supplemented hereby.

All references in the Assignment to the "Note" and all references in the Assignment to "Note One" and all references in the Assignment to the "Notes" shall be deemed references to the Note as amended by the Modification Agreement. All references in the Assignment to the "indebtedness hereby secured" shall be deemed references to all indebtedness secured by the Assignment as hereby amended and supplemented. All of the provisions, stipulations, powers and covenants contained in the Assignment shall stand and remain uncluded and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the properties, rights, interests and privileges subjected to the lien of the Assignment as hereby supplemented. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements herein contained by or on behalf of the Assignors or by or on behalf of the holder or holders of the indebtedness hereby secured, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

No reference to this instrument need be made in any instrument or document at any time referring to the Assignment, any reference in any of such to the Assignment to be deemed a reference to the Assignment as amended and supplemented hereby. All capitalized

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terms used herein without definition shall have the same meanings herein as they have in the Assignment.

All provisions hereof are severable and if any provision hereof shall be held invalid or unenforceable the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby.

This instrument is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby and by the Mongage as supplemented as aforesaid conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

It is understood and agreed that notwiths anding anything herein contained to the contrary, Assignee, its successors or assigns, shall look salely to the assets of the Beneficiary and the collateral securing payment of the Note for payment of the Note and any and all amounts due or to become due under the Note and this Supplemental Assignment, and that no joint venturer or partner in the Beneficiary, either singly or jointly, shall have any personal liability for payment of the Note or any and all amounts due or to become due under the Note or under this Supplemental Assignment or for any deficiency from the reduction or release of all or any portion of the collateral securing payment of the Note and no property or assets of any joint venturer or partner in the Beneficiary shall be subject to lien, levy, execution or other enforcement procedure for the satisfaction of the Note or this Supplemental Assignment. It is expressly understood and agreed that nothing contained herein or in the Assignment shall affect or impair any liabilities to the Bank under any separate guaranty agreement whether such guaranty agreement is executed by Beneficiary, any partner thereof or any other person or entity.

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## UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals all at Chicago, Illinois as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under its Trust Number 114226-07 and not personally

(Seal)

By\_

Its Vice President

SECOND

P. JOHANSEN

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Type or Print Name

Attest:

Its \_

Secretary

CORM ASSOCIATES LIMITED PARTNERSHIP, 20 Illinois limited partnership

Rv

PAUL G. REYNOLDS, as Trustee of the Paul G. Reynolds Declaration of Trust dated March 22, 1990, its Coneral Partner

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JOHN J. OELERICH, as Trustee of the John J. Oelerich Declaration of Trust dated March 19, 1990, Its General Partner

Accepted as of the date first written above.

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BANK OF MONTREAL

David Rubin
(Type or Print Name Stopolity of Coot County Clother Office

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STATE OF ILLINOIS ) ) SS
COUNTY OF COOK )
I, COVIENSKI, a Notary Public, in and for said County, in
the State aforesaid, do hereby certify that
of American National Bank and Trust Company of Chicago, and Its NYCEANS TOWNERS, RESISTANT Secretary of said Bank, who are
personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such Vice President and Secretary, respectively,
appeared before me this day in person and acknowledged that they signed and delivered the
said instrument as their own free and voluntary act and as the free and voluntary act of said
Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said
Secretary then and there acknowledged that he, as custodian of
the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as
aforesaid, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this $\frac{30^{22}}{30}$ day of December, 1992.
1 d. m. Sovenski
Notary Public
(SEAL)
My Commission Expires:
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My Commission Exp. 128 55 21196

The County Clark's Office

STATE OF ILLINOIS ) SS
COUNTY OF COOK )
I, HARRY S. WOLIN a Notary Public in and for said county in the State aforesaid, do hereby certify that Paul G. Reynolds, trustee of the Paul G. Reynolds
Declaration of Trust, and John J. Oelerich, trustee of the John J. Oelerich Declaration of Trust, each being general partners of CORM Associates Limited Partnership, an Illinois
limited partnership, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such partners, appeared before me this day in person and a knowledged that they signed and delivered the same instrument as their own free and voluntary act and deed of said partnership, for the
uses and purposes therein set forth.
Given under my reand and notarial seal, this day of December, 1992.
Jan Soly
(SEAL) Notary Public
(Type or Print Name)
My Commission Expires:  Harry S. Harry
Complete SEAL"
Notary Pulic, State of Illinois My Commission Apres Sept. 12, 1994
My Commission

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Bank of Montreal, a banking association, is whose name is subscribed to the foregoing before me this day in person and acknowledge.	$\sim d$
(SEAL)  Notary Public, Since of Illinois My Commission Expires Oct. 22, 1994  My Commission Expires:	Hathlew L. Burde  Notary Public  KALUPA L. BURDE  (Type or Print Name)
10-22-94	

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#### EXHIBIT A

#### PARCEL 1:

THAT PART OR THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE WITH THE WEST LINE OF SAID NORTH EAST 1/4 (SAID POINT BEING 54.13 FRET DUE SOUTH OF A BRONZE MONUMENT MARKING THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF SAID PRANKLIN AVENUE) AND NUNNING THENCE SOUTH 67 DEGREES 28 HINUTES 07 SECONDS BAST ALONG THE SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE (SAID SOUTHWESTERLY LINE FORMING A SOUTH EAST ANGLE OF 67 DEGREES 28 MINUTES 07 SECONDS WITH SAID WEST LINE OF NORTH EAST 1/4 AND BEING 50 FEET SOUTHWESTERLY FROM, AT RIGHT ANGLE MRASUREMENT, AND PARALLEL WITH BAID CENTER LINE), FOR A DISTANCE OF 1186.57 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY LINE WITH A LINE 1096.00 FEED rast of (at right angle measurement) and parallel with the west line of said NORTH EAST 1/4; THENCE "SOUTH" IN SIID PARALLEL LINE (SAID LINE BEING THE EAST LINE OF RUNGE AVENUE), 600.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED: THENCE "EAST", AT RIGHT ANGLES TO THE EAST LINE OF RUNGE AVENUE, 384.16 FEET; THENCE SOUTH 65.0 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 440.18 PERT, FOR A DISTANCE OF 176.76 FEET TO A POINT; THENCE SOUTH 24 DEGREES 56 MINUTES 20 SECONDS EAST 34.20 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 370.0 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 51.42 FEST TO A POINT OF TANGENCY; THENCE SOUTH 30 DRGREES 58 MINUTES 18 SECONDS BAST ALONG THE TANGENT 12.07 FEBT TO A POINT OF THERCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 321.0 FEET, A DISTANCE OF 97.10 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG ANOTHER CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 294.0 FEET, A DISTANCE OF 93.57 FEET, TO A POINT IN THE NORTH LINE OF THE RIGHT OF WAY FOR A SPUR TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROPD SAID POINT BEING 1699.34 FEST EAST OF (AT RIGHT ANGLE MEASUREMENT) THE WEST LINA OF SAID NORTH EAST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST IN SAID RIGHT OF WAY LINE 219.33 PEET TO A JOG IN SAID LINE; THENCE NORTH 0 DEGREES OF MINUTES 47 SECONDS WEST 7.0 FEET; CONTINUING THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST IN SAID RIGHT OF WAY LINE 384.01 FEET TO ITS POINT OF INTERSECTION WITH THE BAST LINE OF SAID RUNGE AVENUE; THENCE "NORTH" IN SAID BAST LINE 442.0 PEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

#### PARCEL A:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH EAST 1/4 OF SECTION 31, AFORESAID; THENCE WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 60.0 FEET; THENCE NORTH ON A LINE 60.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 162.0 FEET TO THE POINT OF BEGINNING OF TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH ALONG SAID PARALLEL LINE (BEING THE WEST LINE OF NORTH MAIN

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STREET, A PRIVATE STREET), A DISTANCE OF 599.84 PRET; THENCE WEST AT RIGHT ANGLES 281.85 FEET; THENCE NORTH AT RIGHT ANGLES, 51.75 FEET; THENCE NORTH 9 DEGREES 27 MINUTES 45 SECONDS WEST, 209.86 FEET TO A LINE 376.35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID PARALLEL LINE, 458.0 FEET; THENCE WEST AT RIGHT ANGLES THERETO 47.0 FHET TO A LINE 423.35 FRET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID PARALLEL LINE, 463.08 FEET TO THE NORTH LINE OF NORTH AVENUE (DEDICATED AS PER DOCUMENT NO. 357215); THENCE EAST ALONG SAID NORTH LINE, 173.36 FEET TO A POINT 250.0 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE NORTHEASTERLY ALONG A LINE PORMING AN INTERIOR ANGLE OF 156 DEGREES 15 MINUTES 50 SECONDS, A DISTANCE OF 105.58 FEET; THENCE NORTHEASTERLY ALONG A LINE PORMING AN ANGLE OF 9 DEGREES 49 MINUTES 10 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 95.61 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

#### PARCEL B:

THAT PART OF THE SOUTH PAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH EAST 1/4 OF SECTION 31, AFORESAID; THENCE WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 6) FEET; THENCE NORTH ON A LINE 60 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SLID SOUTH EAST 1/4, A DISTANCE OF 761.84 FEET TO THE POINT OF BEGINNING OF LAND HERE'N DESCRIBED, BRING THE NORTHEAST CORNER OF CLEARING INDUSTRIAL DISTRICT, INC., ASSESSMENT PLAT NO. 9, AS PER DOCUMENT NO. R72-7654 RECORDED FEBRUARY 15, 1972; THENCE LUF WEST ALONG THE NORTH LINE OF ASSESSMENT PLAT NO. 9, AFORESAID, 281.85 FEET; THENCE LUF WEST ALONG THE NORTH 1 DEGREES 27 MINUTES 45 SECONDS WEST ALONG THE MOST NORTHEASTERLY LINE OF SAID ASSESSMENT PLAT NO. 9, A DISTANCE OF 142.18 FEET; THENCE DUE EAST 305.725 FEET TO THE AFOREMENTIONED LINE 60 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF DE SOUTH EAST 1/4; THENCE DUE SOUTH ALONG SAID PARALLEL LINE, 192.0 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

#### PARCEL C:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 42 FOFTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS POLLOWS: BEGINNING AT THE MOST MORTHERLY CORNER OF CLEARING INDUSTRIAL DISTRICT, INC., ASSESSMENT PLAT MC. 9, AS PER DOCUMENT NO. R72-7654 RECORDED FEBRUARY 15, 1972; THENCE DUE WEST 25.0 FRET TO A POINT ON A LINE 401.35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH TAST 1/4 OF SAID SECTION 31; THENCE DUE SOUTH ALONG SAID FARALLEL LINE 161.53 FEET TO AN ANGLE POINT; THENCE SOUTH 10 DEGREES 30 MINUTES 00 SECONDS EAST, 137.19 FEET TO A POINT ON A WEST LINE OF SAID ASSESSMENT PLAT NO. 9; THENCE DUE NORTH ALONG SAID WEST LINE, 296.42 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:03 31 402 016, 018 & 019 COMMONLY KNOWN AS 10 WEST NORTH AVENUE, LOMBARD, ILLINOIS 60148

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#### SCHEDULE I

PARCEL 1:

#### PARCEL A:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 MORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS POLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH EAST 1/4 OF SECTION 31, AFORESAID; THENCE WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 60.0 FEET; THENCE MORTH ON A LINE 60.0 FEET WEST OF AND PROBLICE WITH THE EAST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 162.0 FEET TO THE POINT OF BEGINNING OF TRACT TO BE DESCRIBED; THENCE CONTINUING MORTH ALONG SAID PARALLEL LINE (BEING THE WEST LINE OF MORTH MAIN

STREET, A PRIVATE STREET), A DISTANCE OF 599.64 PEET; THENCE WEST AT RIGHT ANGLES 281.85 PEET; THENCE WORTH AT RIGHT ANGLES, \$1.75 FEET; THENCE WORTH 9 DEGREES 27 MINUTES 45 SECONDS WEST, 209.86 FEET TO A LINE 376.35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID PARALLEL LINE, 458.0 FEET; THENCE WEST AT RIGHT ANGLES THERETO 47.0 FEET TO A LINE 423.35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH FORTH AVENUE (DEDICATED AS PER DOCUMENT NO. 357215); THENCE EAST ALONG SAID NORTH LINE, 174.36 FEET TO A POINT 250.0 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE NORTHEASTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 156 DEGREES 15 MINUTES 50 SECONDS. A DISTANCE OF 103.58 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF DEGREES 49 MINUTES 10 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 95.61 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINDIS.

#### PARCEL B:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTY, DANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST AND CORNER OF THE SOUTH EAST 1/4 OF SECTION 31, APORESAID; THENCE WEST AND THE SOUTH LINE THEREOF, A DISTANCE OF 60 FEET; THENCE MORTH ON A LINE 60 FEET WEST OF AND COMMENT OF BEGINNING OF LAND OF SAID SOUTH EAST 1/4, A DISTANCE OF 761.84 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED, BEING THE MORTHEAST CORNER OF CLEARING INDUSTRIAL DISTRICT, INC., ASSESSMENT PLAT NO. 9, AS PER DOCUMENT NO. R72-7654

RECORDED FEBRUARY 15, 1972; THENCE DUE WEST ALONG THE NORTH LINE OF ASSESSMENT PLAT NO. 9, AFORESAID, 281.85 FEET; THENCE DUE NORTH ALONG AN EAST LINE OF ASSESSMENT PLAT NO. 9, AFORESAID, 51.75 FEET TO AN ANGLE POINT; THENCE NORTH 3 DEGREES 27 MINUTES 45 SECONDS WEST ALONG THE MOST MORTHEASTERLY LINE OF SAID ASSESSMENT PLAT NO. 9, A DISTANCE OF 142.18 FEET; THENCE DUE EAST 305.225 FEET TO THE AFOREMENTIONED LINE 60 PEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4; THENCE DUE SOUTH ALONG SAID PARALLEL LINE, 192.0 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

PARCEL C:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 WORTH, RANGE 11, EAST OF
THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS POLLOWS: BEGINNING AT THE MOST MORTHERLY
CORNER OF CLEARING INDUSTRIAL DISTRICT, INC., ASSESSMENT PLAT NO. 9, AS PER DOCUMENT
NO. R72-7654 RECORDED FEBRUARY 15, 1972; THENCE DUE WEST 25.0 PEET TO A POINT ON A
LINE 401.35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF
SAID SECTION 31; THENCE DUE SOUTH ALONG SAID PARALLEL LINE 161.53 PEET TO AN ANGLE
POINT; THENCE SOUTH 10 DEGREES 30 MINUTES 00 SECONDS EAST, 137.19 FEET TO A POINT ON
A WEST LINE OF SAID ASSESSMENT PLAT NO. 9; THENCE DUE MORTH ALONG SAID WEST LINE,
296.42 FEET 10 THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE SOUTH EAST FLACTIONAL 1/4, NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33, TOWNSHIP 40 NORTH, PANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 1295.10 FEET OF SAID 1/4 SECTION WHICH IS 3/4 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE SOUTH ALONG SAID LINE 590 FEET; THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE 370 FEET; THENCE NORTH AT RIGHT ANGLES 745 FEET; THENCE SOUTHWESTERLY 121.34 FEET TO A POINT IN THE EAST LINE OF THE NEST 1647.10 FEET OF THE AFORESAID 1/4 SECTION; THENCE SOUTH ALONG SAID LINE 35 FEET; THENCE WEST AT RIGHT ANGLES 352 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### Parcel 3:

THAT PART OF THE SOUTH 1103.0 FEET OF THE NORTH 1303.0 FEET (MEASURED AT RIGHT ANGLES) OF SECTION 29. TOWNSHIP 38 HORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS POLLOWS: BEGINNING AT A POINT IN THE LIME 1303.0 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 144 OF SECTION 29. APORESAID, 2218.0 FEET DUE WEST OF THE EAST LINE OF THE MORTH EAST 146 OF SECTION 29. APORESAID; THENCE CONTINUE DUE WEST 500.0 FEET; THENCE DUE NORTH CO 435.80 FEET; THENCE DUE RAST 185.08 FEET; THENCE DUE NORTH 56.70 FEET THENCE DUE TO A POINT IN THE WEST LINE OF SOUTH MASON AVENUE 492.50 FEET DUE NORTH OF THE POINT OF BEGINNING; THENCE DUE SOUTH ALONG SAID WEST LINE OF SOUTH MESON AVENUE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

#### ALSO

THAT PART OF THE SOUTH 1103.0 PEET OF THE NORTH 1303.0 PEET (MEASURED AT RIGHT ANGLES) OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE LINE 1303.0 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SECTION 29, AFGRESAID, 2218.0 FEET DUE WEST OF THE BAST LINE OF THE NORTH EAST 1/6 OF SECTION 29, AFGRESAID; THENCE CONTINUE DUE WEST 500.0 FEET; THENCE DUE MORTH 435.80 FEET; THENCE DUE BAST 169.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE DUE WEST 16.0 FEET; THENCE DUE EAST 16.0 FEET; THENCE DUE SOUTH 33.0 FEET; THENCE DUE WEST 16.0 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

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Parcel 1: 10 West North Avenue P.I.N.: 03-31-402-016 Lombard, Illinois 03-31-402-018 03-31-402-019

Parcel 2: 1999 N. Ruby Street P.I.N.: 12-33-400-044
Melrose Park, Illinois

Parcel 3: 6000 West 73rd Street P.I.N.: 19-29-100-060 7200 South Mason P.I.N.: 19-29-200-039

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