92-141045

206595

EWM646
03/03/92

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made as of March 4, 1992 by PINE-LOTUS LIMITED PARTNERSHIP, an Illinois limited partnership (the "Assignor"), having an address of 118 N. Central Avenue, Chicago, Illinois 60644, to and for the benefit of LASALLE NATIONAL BANK, a national banking association, whose mailing address is 120 South LaSalle Street, Chicago, Illinois 60603 (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the record owner of the fee simple estate in and to the real estate described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, Assignor has concurrently herewith executed and delivered to Assignee a certain Note in the principal amount of $908,000.00 (the "Note"), which Note is secured by a Construction Mortgage, Security Agreement and Financing Statement (the "Mortgage") encumbering the Property and by other collateral documents in favor of Assignee (the Note, Mortgage and all other documents executed in connection therewith are hereinafter referred to as the "Loan Documents").

NOW, THEREFORE, for the purpose of securing payment of the indebtedness evidenced by the Note (including any and all extensions, renewals or modifications thereof) and the Loan Documents, and the payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Note and the Loan Documents, or any sums secured by said instruments, and the performance and discharge of each and every obligation covenant and agreement of Assignor herein or arising from the Note and Loan Documents, and also in consideration of TEN DOLLARS ($10.00), the receipt whereof is hereby acknowledged, the parties hereby agree as follows:

92141045

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Karl Bradley
LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

PERMANENT INDEX NUMBERS:
16-09-308-026
16-09-308-025
16-09-315-018

PROPERTY ADDRESS:
164 North Lotus Street
Chicago, Illinois
and
224-28 North Pine Street
and
230-34 North Pine Street
Chicago, Illinois

Box 430

1. Assignment Clause. Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all rents, issues (including income and receipts from the use and occupancy of any hotel rooms), revenues, and profits of the Property, including, without limitation, those leases and occupancy agreements identified on Exhibit B attached hereto, together with all right, title and interest of Assignor in and to any other leases 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 Assignor 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 Assignee to the Assignor in writing that a Default has occurred under the Note or under any other Loan Document (each such notice is hereinafter referred to as the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Property.

2. Representations. Assignor represents and warrants that as of the date hereof: (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 Assignor's interest in any of the Leases other than the assignment of rents to the City of Chicago; (iii) no default exists in any of the Leases beyond any applicable notice and cure period; (iv) Assignor shall fulfill and perform each and every material 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 Assignor, enforce (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) none of the Leases have been modified or extended except as may be noted in Exhibit B; (vi) Assignor is the sole owner of the landlord's interest in the Leases; (vii) the Leases are valid and enforceable in accordance with their terms subject to bankruptcy laws, etc.; and (viii) no prepayment of any installment of rent for more than one (1) month due under any of the Leases has been received by Assignor.

3. Negative Covenants of Assignor. Assignor shall not without Assignee's prior written consent, (i) execute an assignment or pledge of the rents from the Property or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee other than the assignment of rents to the City of Chicago; (ii) modify, extend or otherwise alter the terms of any of the Leases except in the ordinary course of business, for terms not to exceed 2 years; (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 substantial portion of the

Property except for actual occupancy by the lessee thereunder; or (v) in any manner impair the value of the Property;

4. Affirmative Covenants of Assignor. Assignor on and after title is conveyed to it shall at its sole cost and expense (i) at all times promptly and faithfully abide by, discharge or perform all of the material covenants, conditions 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 after the expiration of any applicable notice and cure period; (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 Assignor, as Lessor, and of the occupants thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (iv) transfer and assign to Assignee any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Assignee, within fifteen (15) days after a request by Assignee to do so, a written statement 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) furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any lessee of the Property of any part thereof; and (vii) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the default rate provided in the Note.

5. Agreement of Assignor. (a) Should Assignor fail to make any payment or to do any act as herein provided for, then after the expiration of any applicable notice and cure period Assignee, but without obligation so to do, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee 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 Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.

(b) This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Assignee and Assignee 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 unless Assignee takes possession of the

Property, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might 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 Assignee, including acts of gross negligence. Should Assignee 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 Assignor shall reimburse Assignee therefor with interest at the default rate provided in the Note immediately upon demand.

(c) Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, to the extent permitted by law, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

(d) A demand on any lessee by Assignee for the payment of the rent on any default claimed by Assignee shall be sufficient warrant to the lessee to make future payment of rents to Assignee without the necessity for further consent by Assignor.

(e) Assignor 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 Assignee upon receipt of demand from Assignee to pay the same, and Assignor 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 Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

(f) Assignor hereby irrevocably appoints Assignee as its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the subject Property, and at Assignee'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 Assignee 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 Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in

writing delivered to and received by such occupants who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

6. Default. Upon, or at any time after, default in the payment of any indebtedness secured hereby, which default is not cured within 15 days or in the performance of any obligation, covenant, or agreement herein or any of the Loan Documents, which default continues for 30 days after notice; provided, however, in the event such default cannot be cured within such 30-day period Assignor shall not be in default hereunder if Assignor commences to cure such matter within such 30-day period, diligently pursues (in Assignee's judgment) such cure thereafter and effects such cure no later than 60 days after notice of such default, or in the event of Default under any of the Loan Documents, Assignee 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 Assignee deems proper to protect the security hereof; and, either with or without taking possession of said Property, in the name of Assignor 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 attorneys fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its own discretion, the right to determine the method 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. Assignor agrees that it shall facilitate in all reasonable ways Assignee's collection of said rents, and shall, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

7. Assignee's Right to Exercise Remedies. No remedy conferred upon or reserved to Assignee 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 now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together

against the Assignor and/or the Property at the sole discretion of Assignee. No delay or omission of Assignee 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 acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

8. Defeasance. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein, or in the Note or Loan Documents beyond cure periods, Assignor 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 the same. Upon the payment in full of all indebtedness secured 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 Assignee 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.

9. Miscellaneous (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 Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, occupants and sub-occupants of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns.

(c) As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor 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 Assignee, 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 shall be sufficient and shall be deemed served if delivered in the manner set forth in the Loan Agreement for delivery of notices.

(h) The term "Assignor" and "Assignee" 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) Assignee hereby consents to the lien of a second mortgage loan from the City of Chicago, through its Department of Housing, ("City") in the original principal sum of One Million Two Hundred Forty Eight Thousand Six Hundred Seventy Seven and No/100 Dollars ($1,248,677.00), together with all documents evidencing and/or securing such loan (including, without limitation, a certain Junior Mortgage and Security Agreement, a certain Assignment for Rents and Leases and certain UCC Financing Statements, all of which are to be filed and/or recorded with the Illinois Secretary of State and the Cook County Recorder's Office, as the case may be, creating liens against the Property and certain other interests relating thereto). Assignee hereby acknowledges that its lien against the Property is subject to the terms and conditions of that certain Regulatory Agreement dated concurrently herewith by and between the Assignor and the City and recorded with the Cook County Recorder's Office prior to the recording of any security instruments evidencing or securing the Note. None of the matters described in this paragraph shall be deemed to constitute a default under this instrument or under any of the other documents evidencing and/or securing the Note, notwithstanding anything which may be contained herein to the contrary.

10. <u>No Personal Liability</u>. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Assignor shall not have any personal liability for the obligation to pay any principal, interest or other sums payable under the Note, or for the obligation to observe, perform or discharge any of the terms, covenants or conditions contained in the Mortgage or

other Loan Documents, and (a) no attachment, execution, writ or other process shall be sought and no judicial proceeding shall be initiated by or on behalf of the Assignee against Assignor as a result of a breach or default under the Note, the Mortgage or other Loan Documents unless and to the extent that such attachment, execution, writ or judicial proceeding shall be necessary to enforce any of the rights, remedies or recourses of the Assignee against or with reference to the Property; and (b) in the event that any suit is brought under the Note, the Mortgage or other Loan Documents, whether before or after the maturity by acceleration, by passage of time or otherwise, any judgment obtained in or as a result of such suit shall be enforceable and/or enforced solely against the Property; provided, however, that the Assignee shall have full recourse against the Assignor and Assignor shall be personally liable for and will promptly account to Assignee for all rents, issues, profits and income derived from the Property which are received by the Assignor and not properly expended by Assignor in connection with the restoration or operation of the Property, that accrue from after, the occurrence of a Default under the Loan Agreement. Nothing herein contained shall be construed to: (1) be a release of impairment of the indebtedness evidenced by the Note or of the lien of the Mortgage; (2) prevent Assignee from exercising and enforcing, consistent with the provisions of this Section, any other remedy allowed at law or in equity or by any statute or by the terms of the Note, Mortgage or other Loan Documents; (3) prevent the Assignee from enforcing any personal liability or other available remedy against the Assignor or any other person under any separate certificate, indemnity, bond, assignment or affidavit executed in connection with the loan secured by the Mortgage: (4) prevent the Assignee from recovering any funds, damages or costs, including, without limitation, legal expenses, incurred by the Assignee as a result of any deliberate, intentional or willful action taken in bad faith or as a result of fraud or intentional misrepresentation by or on behalf of the Mortgagor; or (5) prevent the Assignee from recovering any condemnation or insurance proceeds, or other similar funds or payments attributable to the Property, which under the terms of the Mortgage or any of the other Loan Documents should be have been, but were not, paid to the Assignee.

92141045

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

PINE-LOTUS LIMITED PARTNERSHIP, an Illinois limited partnership

By: Austin Real Estate & Investment Corp.

Its: Sole General Partner

By: _____

Its: VICE - PRESIDENT

92141045

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Reuben C. Warshawsky, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT John Pedur, personally known to me and known by me to be the Vice President of AUSTIN REAL ESTATE & INVESTMENT Corp. an Illinois corporation, which is the sole general partner of PINE-LOTUS LIMITED PARTNERSHIP, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his free and voluntary act and as the free and voluntary act of such corporation and limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of March, 1992.

Reuben C. Warshawsky
Notary Public

"OFFICIAL SEAL"
REUBEN C. WARSHAWSKY
Notary Public, State of Illinois
My Commission Expires Jan. 31, 1994

My Commission Expires:
1/31/94

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Exhibit A

Property

PARCEL 1:

THE NORTH 62 AND 1/2 FEET OF THE SOUTH 287.5 FEET OF THE EAST HALF (EXCEPT THE WEST 10 FEET THEREOF) OF BLOCK 10 IN FRINK'S RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8 AND THE NORTH 36 1/4 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 62 1/2 FEET OF THE SOUTH 350 FEET OF THE EAST HALF OF BLOCK 10 (EXCEPT THE WEST 10 FEET) IN FRINK'S RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 8 AND THE NORTH 36 1/4 ACRES OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 27 AND 28 IN BLOCK 2 IN CRAFT'S ADDITION TO AUSTINVILLE, SAID ADDITION BEING CRAFT'S SUBDIVISION OF THE WEST 36-1/4 ACRES OF THE SOUTH 43-3/4 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property : PINE COURT APARTMENTS

EXHIBIT "B"

Unit Reference Number	Name	Monthly Rent	Square Feet	Rent Per Square Foot	Lease Starting Date	Lease Exp. Date	Deposits Held
125-2301A	VACANT	330.10	0	0.00/yr			0.00
125-2301B	WILLIAMS, ERNESTINE	300.10	0	0.00/yr	12/01/91	11/30/92	0.00
125-2302A	GRISSETT, GEORGIA	325.10	0	0.00/yr			0.00
125-2302B	ROBINSON VERLEEN	325.10	0	0.00/yr	2/06/92	1/31/93	0.00
125-2303A	TOLFREE BENJAMIN	325.10	0	0.00/yr	1/01/91	12/31/91	0.00
125-2303B	VACANT	375.10	0	0.00/yr			0.00
125-2320A	BRAXTON, DONALD	300.10	0	0.00/yr	3/01/91	3/01/92	0.00
125-2321A	REED, LAWANDA	325.10	0	0.00/yr	12/01/91	11/30/92	0.00
125-2321B	COLE BETTY	325.10	0	0.00/yr	12/01/91	11/30/92	0.00
125-2322A	COFFEY, DORIS	335.00	0	0.00/yr	1/01/92	12/31/92	0.00
125-2322B	BRIDGES, PHYLLIS	325.00	0	0.00/yr	12/01/91	11/30/92	0.00
125-2323A	VACANT	375.10	0	0.00/yr			0.00
125-2323B	NASH VANESSA	335.10	0	0.00/yr	11/05/91	10/31/92	0.00
125-2340A	HOUSTON JOHN	375.10	0	0.00/yr	12/01/91	11/30/92	375.00
125-2341A	VAUGHN, GERALDINE	375.10	0	0.00/yr	12/01/91	11/30/92	0.00
125-2341B	COLLIER, PAULETTE	375.10	0	0.00/yr			0.00
125-2342A	IRVING, KENNETH	375.10	0	0.00/yr	10/01/90	10/01/91	375.00
125-2342B	TANNA CHRISTINE	375.10	0	0.00/yr	12/26/91	11/30/92	0.00
125-2343A	DIXON ALBERT	335.10	0	0.00/yr	12/01/91	11/30/92	335.00
125-2343B	JOHNSON, LILLY	375.10	0	0.00/yr	12/01/91	11/30/92	375.00

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PROPERTY TOTALS:

Total Occupied Rents	5,715.00
Total Vacant Rents	1,040.00
Total Gross Rents	6,755.00
Total Square Footage	
Average Rent/Sq. Ft. /Yr.	1.00
Average Rent/Sq. Ft. /Mth	1.00
Total Security Deposits	2,457.00

--- Percentage of Occupied Units ---

Total Occupied Units	17
Total Vacant Units	3
Total Units	20
Percentage Occupied	85 %

--- Percentage of Occupied Sq. Feet ---

Total Occupied Sq. Feet	0
Total Vacant Sq. Feet	0
Total Square Footage	0
Percentage Occupied	0 %

Property : T O T A L S

EXHIBIT "B"

Unit Reference Number	Name	Monthly Rent	Square Feet	Rent Per Square Foot	Lease Starting Date	Lease Exp. Date	Deposits Held

G R A N D T O T A L S :

Total Occupied Rents	5,705.00
Total Vacant Rents	1,080.00
Total Gross Rents	6,785.00
Total Square Footage	0
Average Rent/Sq. Ft. /Yr.	0.00
Average Rent/Sq. Ft. /Mth	0.00
Total Security Deposits	1,460.00

--- Percentage of Occupied Units ---	
Total Occupied Units	17
Total Vacant Units	3
Total Units	20
Percentage Occupied	100 %
--- Percentage of Occupied Sq. Feet ---	
Total Occupied Sq. Feet	0
Total Vacant Sq. Feet	0
Total Square Footage	0
Percentage Occupied	0 %

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