THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

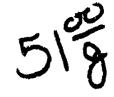
1992 A 19 19 19 45

92756264

Cathleen M. Bishop, Esq. Neal Gerber & Eisenberg Two North LaSalle Street Suite 2100 Chicago, Illinois 60602

92256264

ASSIGNMENT OF LEASES AND RENTALS
AND LICENSE AGREEMENT
(Knox Avenue)



### WITNE 3STTH:

WHEREAS, Assignee has agreed to make a loan (the "Loan") to Assignor; and

WHEREAS, in consideration of the Loan, Assignor agreed to assign to Assignee certain leases and rents;

NOW, THEREFORE, FOR VALUE RECEIVED, and intending to be legally bound, Assignor hereby grants, sells, assigns, transfers, sets over, and delivers to Assignee, its successors and assigns, all right, title, and interest of Assignor in and to all the Leases (as hereinafter defined) covering all or any part of that certain real property and the improvements now or hereafter erected thereon legally described on Exhibit A attached hereto and made a part hereof, together with all the Rents (as hereinafter defined) due and to become due to Assignor under the Leases;

TO HAVE AND TO SOLD the same unto Assignee, its successors and assigns, forever, or for such shorter time as is hereinafter set forth, for the purpose of securing the payment of the Indebtedness (as hereinafter defined) and the performance and discharge by the Assignor of the Obligations (as hereinafter defined), subject to and in accordance with the following:

1. <u>Definitions</u>. As used in this Agreement, the following terms shall have the meanings indicated, unless the context otherwise requires:

Para say

Bankruptcy Laws shall mean Title 11 of the United States Code and any other federal or state law relating to insolvency, bankruptcy, rehabilitation, liquidation, or reorganization of individuals or business entities and their

Base Rate shall mean a fluctuating interest rate per annum which shall at all times be equal to the higher of (a) the rate of interest announced publicly by Citibank, N.A. (the "Bank") in New York, New York, from time to time, as the Bank's base rate; or (b) the sum (adjusted to the nearest 1/4 of one percent or, if there is no nearest 1/4 of one percent, to the next higher 1/4 of one percent) of (i) 1/2 of one percent per annum, plus (ii) the rate per annum obtained by dividing (A) the latest three-week moving average of secondary market forning offering rates in the United States for threemonth certificates of deposit of major United States money market balks, such three-week moving average being determined weekly on each Monday (or, if any such date is not a Business Day, on the mext succeeding Business Day) for the three-week period ending of the previous Friday by the Bank on the basis of such rates reported by certificate of deposit dealers to and published by the Federal Reserve Bank of New York or, if such publication shall be suspended or terminated, on the basis of quotations for such rates received by the Bank from three New York certificate of deposit dealers of recognized standing selected by the Bank, by (B) a percentage equal to 100% minus the average of the daily percentages specified during such three-week period by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, but not limited to, any emergency, supplemental or other marginal reserve requirement) for the Bank in respect of liabilities consisting of or including (among other liabilities) three-month U.S. dollar nonpersonal time deposits in the Whited States, plus (iii) the average during such three-week period of the annual assessment rates estimated by the Bank for determining the then current annual assessment payable by the Dank to the Federal Deposit Insurance Corporation (or any successor) for insuring U.S. dollar deposits of the Bank in the United States.

Default Rate shall mean an interest rate equal to the lesser of (i) the maximum legal interest rate which may be contracted for, charged, taken, received, or reserved under Illinois or United States federal law (whichever provides for the highest permitted rate), taking into account all items contracted for, charged, or received in connection with the

Indebtedness which are treated as interest under New York, or federal law, as such rate may change from time to time, and (ii) the Base Rate <u>plus</u> five percent (5%).

Event of Default shall have the meaning set forth in paragraph 4 hereof.

Indebtedness shall have the meaning set forth in the Mortgage.

Leases shall mean any and all leases, subleases, licenses, concessions, or other agreements (whether written or oral, and whether now or hereafter in effect) which grant a possessory interest in and to, or the right to use, all or any part of the Mortgaged Property, together with all security and other deposits made in connection therewith and together with any amendments, extensions, renewals, or replacements of any of the foregoing.

License shall have the meaning set forth in paragraph 2 hereof.

Load Documents shall mean (i) that certain Secured Promissory Note of even date herewith in the original principal amount of \$150,000.00, executed by Assignor and payable to the order of Assignee, (ii) the Mortgage, (iii) this Agreement, and (iv) all other documents evidencing, securing, or pertaining to the indebtedness, together with all amendments and supplements thereto.

Mortgage shall mean that certain Mortgage and Security Agreement of even date herewith executed by Assignor for the benefit of Assignee, together with any amendments and supplements thereto.

Mortgaged Property shall have the meaning set forth in the Mortgage.

Obligations shall have the meaning set forch in the Mortgage.

Rents shall mean all of the rents, revenues, royal ies, bonuses, delay rentals, issues, income, proceeds, profits, security and other deposits, and other benefits paid or payable for using, leasing, licensing, processing, operating, residing in, mining, selling, or otherwise enjoying the Mortgaged Property or any part thereof.

2. Limited License. Notwithstanding anything contained in this Agreement to the contrary, so long as no Event of Default exists hereunder or under any of the other Loan Documents, Assignor

shall have the right under a limited license, and Assignee hereby grants to Assignor a limited license (the "License"), to exercise and enjoy all incidents of ownership of the Leases and the Rents, including specifically, but without limitation, the right to enter into Leases within the parameters set forth herein and the other Loan Documents and to collect, demand, sue for, attach, levy, recover, and receive the Rents, and to give proper receipts, releases, and acquittances therefor. Assignor hereby agrees to receive all Rents and hold the same as a trust fund to be applied, and to apply the Rent so collected, first to the payment of the portion of the Indebtedness which is then currently due and for the satisfaction and discharge of all currently due Obligations. Thereafter, Assignor may use the balance of the Rents collected in any manner not inconsistent with the Loan Documents.

- 3. Representations and Warranties. To induce Assignee to enter into this Agreement, accept the assignment set forth herein, and advance funds on account of the Obligations, Trustee hereby warrants to and covenants with, and Beneficiary and Artgo hereby represent and warrant to, and covenant with, Assignee as follows:
  - (a) Assignor has good title to the Leases and Rents and full right, power and authority to assign the Leases and Rents to Assignee;
  - (b) No Leases or Rentz have been assigned, mortgaged or pledged to any party other than Assignee, nor has Assignor done or permitted any act or occurrence which might prevent Assignee from enjoying the benefits of the Leases and Rents assigned hereby;
  - (c) Each of the Leases is valid and enforceable in accordance with its terms, and is unmodified and in full force and effect:
  - (d) Except as disclosed to Assigned in writing, no tenant is in material default under any of the terms of any of the Leases:
  - (e) Except as indicated in the Leases, Assignor has not received any funds or deposits from any tenant except for funds to be applied to accrued Rents, and no deductions have been made from any such funds or deposits to cure any defaults by tenants under the Leases;
  - (f) No Rents have been collected or accepted by Assignor more than one (1) month in advance of the time when the same become due under the terms of the Leases;

- (g) Assignor shall observe, fulfill, and perform each and every covenant, condition, and provision of each of the Leases to be fulfilled or performed by Assignor;
- (h) Assignor shall give prompt notice to Assignee of any notice of default given or received by Assignor under any Lease, together with a true copy of such notice and any supporting materials;
- (i) Assignor shall enforce, at the sole cost and expense of Assignor, the performance or observance of each and every covenant and condition of each of the Leases to be performed or observed by the tenant thereunder;
- (j) Assignor shall, at its sole cost and expense, appear in, presecute, and defend (as the case may be) any action arising out of or in any manner connected with any of the Leases, Rents, or the obligations or liabilities of Assignor or the tenant thereunder;
- (k) Assigner shall not, without the prior written consent of Assignee, (i) waive or release any obligation of any tenant under the Leases; (ii) cancel, terminate, or modify any of the Leases; (iti) cause or permit any cancellation, termination, or surrencer of any of the Leases; (iv) commence any proceedings for dispossession of any tenant under any of the Leases; (v) renew or extend any existing Lease other than in accordance with the terms thereof; or (vi) enter into any new Lease;
- (1) From time to time, upon request by Assignee, Assignor shall execute and deliver to Assignee, acknowledge when appropriate, and record or file in the public records when appropriate, any and all writings (including, without limitation, further assignments of any lease or leases, financing statements, and other writings) that Assignee may reasonably deem necessary or desirable to tarry out the purpose and intent of this Agreement or to enable Assignee to enforce any right or rights hereunder;
- (m) Assignor shall not do anything, or knowingly permit anything to be done, which would impair the value and security of any of the Leases or to encumber or assign any existing or future Leases or Rents or the License except to Lender;
- (n) Assignor shall not make any settlement for damages for termination of any Lease under the Bankruptcy Laws, or under any other federal, state, or local statute, without the prior written consent of Lender.

- 4. Event of Default. The occurrence of any one or more of the following events shall be an "Event of Default" hereunder:
  - (a) If Assignor shall fail to fully and timely comply with, perform, and discharge any covenant of this Agreement or any of the other Obligations as and when such performance is required and such failure, refusal, or neglect shall either be incurable or, if curable, shall remain uncured for a period of thirty (30) days following delivery of written notice thereof from Assignee to Assignor; provided, however, that if such default is curable but cannot be cured within said thirty (30) day period. Assignor shall so notify Assignee and such default shall not constitute an Event of Default hereunder so long as Assignor commences to cure the same within said thirty (30) day period and diligently prosecutes such cure to completion;
  - (b) An Event of Default (as defined therein) occurs under any occur Loan Document.
- Termination of License. Upon the occurrence of an Event of Default, the License shall automatically and immediately terminate without any further action being required of Assignee, and upon Assignee's request Assignor shall promptly deliver to Assignee all Rents (including, without limitation, security and other deposits) then in the possession or control of Assignor and all records with respect to the Leases and Rents. Upon termination of the License, Assignee shall have the exclusive right, power, and authority (but not the obligation), without the necessity of any further action, to collect, demand, sue for, attach, levy, recover, and receive all Rents, to give proper receipts, releases, and acquittances therefor, and, after deducting the expenses of collection, to apply the net proceeds thereof in the same manner as the proceeds of foreclosure are required to be distributed under the Mortgage, notwithstanding that any portion of the Indebtedness satisfied from such proceeds may not then be due and payable or that such portion is adequately secured and regardless of whether a foreclosure sale of the remainder of the Mortgaged Property has occurred under the Mortgage, or whether Assigner has taken possession of the Mortgaged Property or attempted to do may of the Assignor hereby authorizes and directs each tenant of the Property to deliver any such payment to Assignee and otherwise to attorn to Assignee all other obligations of the tenants under the Leases. Assignor hereby ratifies and confirms all that Assignee shall do or cause to be done by virtue of this Agreement. tenant shall be required to inquire as to the authority of Assignee to collect any Rent, and any tenant's obligations to Assignor shall be absolutely discharged to the extent of its payment of Rent to Assignee.

- 6. Other Remedies. In addition to exercising the remedies set forth in paragraph 5 hereof, upon the occurrence of an Event of Default, Assignee may, at its option exercise any remedies afforded to Assignor in the Mortgage and the other Loan Documents.
- 7. No Obligation of Assignes. Neither the acceptance by Assignee of the assignment of Leases and Rents contained in this Agreement nor the granting of any other right, power, privilege, or authority pursuant to this Agreement or any other Loan Document, nor the exercise of any of the aforesaid, shall (i) prior to the actual taking of physical possession and operational control of the Mortgaged Propercy by Assignee, be deemed to constitute Assignee as a "mortgagee in possession", or (ii) at any time obligate Assignee to appear in ... defend any action or proceeding relating to the Leases, Rents, or remainder of the Mortgaged Property, expend any money or incur any expenses or perform or discharge any obligation, duty, or liability with respect to any Lease, assume any obligation or responsibility for any Rents (including, without limitation, security and other deposits) which are not physically delivered to Assignee, or for any injury or damage to person or property sustained in or about the Mortgaged Property. However, upon the occurrence of an Event of Default, Assignee may, but without obligation so to do and without releasing Assignor from any obligations hereunder, make or do the same, including specifically, without limiting Assignee's general powers, appearing in and defending any action purporting to affect the security hereof or the rights and powers of Assignee hereunder and performing any obligation of Assignor contained in the Leases, and, in exercising any such powers, paying necessary costs and expenses, employing counsel, and incurring and paying actorneys' costs and fees. Assignor will pay immediately upon demand all sums expended by Assignee under the authority of this Agreement and the Mortgage, together with interest thereon at the Defailt Rate, and the same shall be added to the Indebtedness and shall be secured by all of the security given for the Indebtedness and the Obligations.
- 8. Control: Indemnification. Notwithstanding this Agreement or any exercise by Assignee of any of its rights hereundar, or any law, usage, or custom to the contrary, Assignor shall retain full responsibility for the care, control, management, and repair of the Mortgaged Property until such time as Assignor expressly revokes the License in writing and relieves Assignor of its oblightlons under this Agreement. Assignor hereby agrees to indemnify, derend, and hold harmless Assignee from and against any and all liability, loss, or damage which may be incurred or asserted against Assignee by reason of any deficiency or alleged deficiency in the care, control, management, or repair of the Mortgaged Property or any part thereof unless the same arises out of the gross negligence or willful misconduct of Assignee, and any and all losses, costs, claims, demands, or damages whatsoever by reason thereof or under this Agreement or any Leases or any alleged obligations or

undertakings on Assignee's part to perform or discharge any of the terms, covenants, or conditions contained in any of the Leases, including, without limitation, attorneys' fees and costs. Should Assignee incur any such liability, loss, or damage under the Leases or under or by reason of this Agreement, or in defense of any such claims or demands, the amount thereof, together with interest thereon at the Default Rate, shall be due and payable upon demand, shall be added to the Indebtedness, and shall be secured by all of the security given for the Indebtedness and the Obligations.

- 9. Bankruptcy Awards. Notwithstanding any agreement, law, custom, or usage to the contrary, Assignor hereby assigns to Assignee any award made to it in any judicial proceeding under the Bankruptcy Laws involving any tenant and any and all payments made by a tenant in lieu of Rent.
- 10. Absolute Assignment. Notwithstanding any provisions contained herein to the contrary, this Agreement is intended to be an absolute and unconditional assignment from Assignor to Assignee and not merely the granting of a security interest. The Rents and Leases are hereby assigned absolutely and unconditionally by Assignor to Assignee; nevertheless, so long as no Event of Default exists hereunder, Assignor shall have the right to collect upon, but not more than thirty (20) days prior to accrual, the Rents pursuant to the License and in accordance with the provisions of this Agreement.
- 11. No Waiver. Assignee may take or release other security, may release any party primarily or secondarily liable for any Obligations or Indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such Indebtedness or Obligations, and may apply any other security therefor held by it to the satisfaction of such Indebtedness and Obligations without prejudice to any of its rights hereunder. The tights of Assignee to collect the Rents and to enforce any other security for the Indebtedness and Obligations held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action by it hereunder. The failure of Assignee to avail itself of any of the terms, covenants and conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Agreement or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.
- 12. Termination. This Agreement shall terminate and become void automatically upon the Mortgage being satisfied and discharged of record, or upon the recording of an instrument releasing all of the Mortgaged Property from the lien of the Mortgage. Upon written

request of Assignor, Assignee shall execute and deliver to Assignor, at Assignor's sole cost and expense, a written release of this Agreement in recordable form.

- 13. Construction. As used herein, each gender shall include the other genders, the singular number shall include the plural, and conversely.
- Applicable Law: Binding Affect. This Agreement shall be construed in accordance with the laws of the State of New York and shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.
- 15. Yotiges. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed received (i) force (3) business days after being deposited in the United States mail, registered or certified, return receipt requested, (ii) one (1) business day after being deposited with a nationally recognized overnight courier service, or (iii) upon receipted delivery if sent by personal messenger, in each case with postage/delivery prepaid or billed to sender and addressed as follows:

### If to Assigne:

LaSalle National Trust, N.A., Trustee of Trust No. 104803 135 South LaSalle Street Chicago, Illinois 60690 Attention: Land Trust Department Clert's Office

with a copy to:

Artgo Industries, Inc. 6250 River Road Rosemont, Illinois 60018 Attention: Arthur P. Frigo

and to:

Arthur P. Frigo 161 East Chicago Avenue, #60M3 Chicago, Illinois 60611

and to:

Schoenberg Fisher & Newman, Ltd. 222 South Riverside Plaza Suite 2700 Chicago, Illinois 60606 Attention: Melvin S. Newman, Esq.

### If to Assignes:

M.B. Walton, Inc. 6250 River Road Rosemont, Illinois 60018 Attention: Arthur P. Frigo

with a copy to:

Schoenberg Fisher & Newman, Ltd. 232 South Riverside Plaza Suite 2700 Chicago, Illinois 60606 Attention: Melvin S. Newman, Esq.

and to:

Citibank, N.A. c/o Citicorp North America, Inc. 153 East 53rd Streed New York, New York 10043 Attention: Stephen Grannakakis

and to:

Citibank, N.A. 500 West Madison Street Suite 3550 Chicago, Tllinois 60661 Attention: Joseph M. Kosich

Notices sent in any other manner shall be deemed received upon actual receipt thereof. Any party may change its address for purposes of notice hereunder by delivering notice thereof as aforesaid.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute but one and the same document. This Agreement shall become effective upon the execution and delivery of counterparts hereof by all parties thereto, whether or not all such parties have executed the same counterpart.

17. Trustee Exculpation. This instrument is executed by LaSalle National Trust, N.A., not personally but solely as successor trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on said Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation, or agreement, either express or implied, contained in this instrument, all such personal liability of the Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

IN ATTHESS WHEREOF, this Assignment of Leases and Rentals and License Agreement is executed as of the date first written above.

JOY OF COL

### ASSIGNOR:

LASALLE NATIONAL TRUST, N.A., not personally but solely as successor Trustee as aforesaid

Title: -Vice Pronklegs

ARTHUR P. FRIGO

ARTGO INDUSTRIES, INC., a Delaware

イロウィ

corporation

By: \_\_\_

Exhibit A - Legal Description

# 92256264

## UNOFFICIAL COPY

STATE OF ILLINOIS )
STATE OF ILLINOIS ) ) ss. COUNTY OF COOK )
The undersigned, a Notary Public in and for said county, in the State aforesaid, hereby certifies that Actual from the fire of ARTGO INDUSTRIES, INC., a Delaware corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.
GIVEN under my hand and notarial seal this / Cith day of
The same of the first of the same of the s
MOTARY PUBLIC
Commission Expires: //////
STATE OF ILLINOIS ) ) ss.
STATE OF ILLINOIS ) SS. COUNTY OF COOK )  The undersigned a Notary Public in and for said sounty in
the undersigned, a notary rubite in and for said county, in
the State aforesaid, hereby certifies that foring Rek, the

GIVEN under my hand	and notarial seal this Gry o	þ
	NOTARY PUBLIC	_
resourced services of the contract of the contract of	NOTARY PUBLIC	
The second of th	Commission Expires:	•

## UNOFFICIAL COPY 2 2 3 5 2 5 4

STATE OF ILLINOIS ) 88. COUNTY OF COOK

The undersigned, a Notary Public in and for said county, in the State aforesaid, hereby certifies that ARTHUR P. FRIGO, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_, 1992.

Commission Expires: 12/13/94

### A TIBIRE

### Legal Description

### PARCEL 1

THE NORTH 180 FEET OF THE SOUTH 213 FEET OF THE WEST 65 FEET OF THE EAST 165 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

### PARCEL 2 /

LOTS 3 AND 4 IN BLOCK 3 IN B.L. SMITH'S ADDITION TO IRVING PARK, A SUBDIVISION IN 1715 NORTH 1/2 OF THE EAST 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1971 AS DOCUMENT NUMBER 104530, IN BOOK 173 OF MAPS PAGE 47 AND RE-RECORDED JANUARY 3, 1972 AS DOCUMENT NUMBER 7672, IN BOOK 1 OF PLAT PAGE 13, IN COOK COUNTY, ILLINOIS.

### ALSO

A PART OF LOT 2 IN BLOCK 3 IN B.L. SMITH'S ADDITION TO IRVING PARK, BEING THE NORTH 1/2 OF THE EAST 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 5 ACRES) WHICH PART OF LCT 2 IS PREVIOUSLY OCCUPIED BY BUILDING STRUCTURE AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 2, WHICH IS 6.91 FEET EAST FROM THE SOUTHWEST CORNER THEREOF AND AT THE WEST FACE OF A BRICK BUILDING AND RUNNING THENCE NORTH PARALLEL WITH THE WEST LANE OF SAID LOT 2, AND ALONG THE SAID WEST FACE OF BUILDING, A DISTANCE OF 3.0 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE EAST ADONG THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 25.23 FEET TO ANUTHER CORNER OF SAID BUILDING WHICH IS 2.75 FEET NORTH FROM SAID SOUTH LINE OF LOT 2; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF LOT 2 AND ALONG AN EAST FACE OF SAID BUILDING, A DISTANCE OF 2.43 FEET TO IN ANGLE IN SAID BUILDING WHICH IS 0.32 FEET NORTH FROM SAID SOUTH LINE OF LOT 2; THENCE EAST ALONG ANOTHER NORTH FACE OF SAID BUILDING, A DISTANCE OF 21.97 FEET TO ANOTHER CORNER OF SAID BUILDING WHICH IS 0.26 FEET NORTH FROM SAID SOUTH LINE OF LOT 2; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF LOT 2 AND ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 0.26 FEET TO SAID SOUTH LINE OF LOT 2, AND THENCE WEST ALONG A SOUTH LINE OF LOT 2, A DISTANCE OF 47.20 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



### PARCEL 3:

THE SOUTH 3 FEET OF LOT 20, ALL OF LOTS 21, 22, 23 AND 24 IN BLOCK 2 OF B.L. SMITH'S ADDITION TO IRVING PARK, A SUBDIVISION IN THE NORTH 1/2 OF THE EAST 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

LOT 18 (EXCEPT THE NORTH 3 FEET THEREOF) AND ALL OF LOTS 19 AND 20 (EXCEPT THE SOUTH 3 FEET THEREOF) IN BLOCK 2 IN B.L. SMITH'S ADDITION TO IRVING PARK IN THE NORTH 1/2 OF THE EAST 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

THE NORTH 160 FEET OF THE SOUTH 373 FEET OF THE WEST 65 FEET OF THE EAST 165 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

### PARCEL 6:

THE NORTH 160 FEET OF THE SOUTH 533 FEFT OF THE WEST 65 FEET OF THE EAST 165 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 7:

LOTS 1 AND 2 IN BLOCK 3 AND ALL OF THE VACATED STREET LYING BETWEEN AND ADJOINING LOT 24 IN BLOCK 2 AND LOT 1 IN BLOCK 3 IN B.L. SMITH'S ADDITION TO IRVING PARK, A SUBDIVISION IN THE MORTH 1/2 OF THE EAST 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/1 OF SECTION TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PINCIPAL MERIDIAN. EXCEPT THE EAST 5 ACRES THEREOF RECORDED JULY 12, 1871 AND RERECORDED JUNE 3, 1872 IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PART OF SAID LOT 2 IN BLOCK 3 IN B.L. SMITH'S ADDITION TO IRVING PARK PRESENTLY OCCUPTED BY BUILDING STRUCTURE AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 2 WHICH POINT IS 6.91 FEET EAST FROM THE SOUTHWEST CORNER THEREOF AND THE WEST FACE OF A BRICK BUILDING AND RUNNING THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 2 AND ALONG THE SOUTH WEST FACE OF A BUILDING, A DISTANCE OF 3.0 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE EAST ALONG THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 25.23 FEET TO ANOTHER CORNER OF SAID BUILDING WHICH IS 2.75 FEET NORTH FROM THE SAID SOUTH LINE OF LOT 2; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF LOT 2 AND ALONG AN EAST FACE OF SAID BUILDING, A DISTANCE OF 2.43 FEET TO AN

ANGLE IN SAID BUILDING WHICH IS 0.32 FEET NORTH FROM SAID SOUTH LINE OF LOT 2; THENCE EAST ALONG ANOTHER NORTH FACE OF SAID BUILDING A DISTANCE IN 21.97 FEET TO ANOTHER CORNER OF SAID BUILDING WHICH IS 0.26 FEET NORTH FROM SAID SOUTH LINE OF LOT 2; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF LOT 2 AND ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 0.26 FEET TO SAID SOUTH LINE OF LOT 2 A LINE OF LOT 2, AND THENCE WEST ALONG SAID SOUTH LINE OF LOT 2 A LINE OF LOT 2, AND THENCE WEST ALONG SAID SOUTH LINE OF LOT 2 A LINE OF LOT 2, THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

2 VICEOSS 3400 3430 and 3431-35 Know Avency, Chicago, Illinois

PIN. 13 32-303-005
13-305-002
17-63-14
13-32-303-009
13-32-309-090
13-32-309-090
13-32-309-092
13-32-309-092
13-32-309-090
13-32-309-050
13-32-309-059
13-32-309-059

13-32-309-056