COOK COUNTY DE BROIS FILLS FOR HI GURD

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This instrument was prepared by (and after recording return to): Cathleen & Keating, Esq.
Martin, Chaig, Chester & Sonnenschein 55 West Monroe Street
Chicago, Illinois 60603

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ASSIGNMENT OF LEASES AND RENTS

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Office Park of Hinsdale, Inc. and Harris Bank Hinsdale, National Association, Trustee under Trust Agreements dated March 12, 1986, and known as Trust No. L-1211 and L- 1212 and Adventist Health Resources, Inc., the sole beneficiary of such Trusts.

TO

Harris Bank Hinsdale, National Association

DATED

December 6, 1993

94152442

### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS dated December 6, 1993 is from Office Park of Hinsdale, Inc. and Harris Bank Hinsdale, National Association, not individually, but solely as trustee under trust agreements dated March 12, 1986 and known as trust number L-1211 and L-1212 ("Mortgagor") and Adventist Health Resources, Inc., (the "Beneficiary", whether one or more) to Harris Bank Hinsdale, National Association ("Lender")

### 1 RECITALS.

- 1.1 <u>Description of Note</u>. Mortgagor has executed and delivered to Lender a note (the "Note"), of even data herewith in the principal sum of \$2,100,000.00, which Mortgagor promises to pay as follows:
  - 1.1.1 Interest shall accrue at the rate of one-half of one percent (1.5%) over the Prime Rate from time to time in effect. Monthly payments of such principal reductions as Lender may, from time to time upon written notice to Borrower, require, plus all accrued interest, shall be due and payable on the first (1st) day of January, 1994 and on the first day of each month thereafter until the Maturity Date.

The Note gives to the holder thereof the option to accelerate payment of the indebtedness represented thereby upon any default by Mortgagor thereupier or under the Collateral Documents (hereinafter defined).

- 1.1.2 The entire principal amount together with all accrued and unpaid interest shall be due and payable without notice or grace on May 31, 1995 ("Maturity Date").
- 1.1.3 As used in the Note, the term "Prime Rate" means that rate of interest from time to time announced by Lender as its "Prime Rate", which is not necessarily the lowest rate charged to its most favored borrowers. The Interest Rate shall be adjusted automatically without notice with each change in the Prime Rate effective at the opening of the business day upon which such change becomes effective. Interest shall be calculated on the basis of the actual number of days elapsed during the period for which interest is being charged on the 360 day year method of interest calculation. If a question should ever arise as to the Prime Rate in effect upon any specific day, a certificate of Lender as to its Prime Rate effective on any day shall be conclusive evidence of the Prime Rate effective upon such day.
- 1.2 <u>Description of Collateral Documents</u>. The payment of the Note is secured by this Assignment of Leases and by:

- First mortgages (the "Mortgage") executed by Mortgagor pertaining to property (the "Mortgaged Premises") described therein and in Exhibit A hereto;
- 1.2.2 A security agreement (the "Security Agreement") between Lender and Mortgagor;
- 1.2.3 A collateral assignment to Lender by Beneficiary of the entire beneficial interest under the trust agreement establishing Mortgagor (the "Collateral Assignment");
- A quaranty (the "Guaranty") Beneficiary.
- 1.2. An Environmental Indomnity Agreement executed by Mortgagor and Beneficiary.
- 1.2.6. A Mortgage of Lease (as modified by a Second Loan and Mortgage Mudification Agreement) executed by Mortgagor, on the premises described therein and in Exhibit A hereto.
- 1.2.7 A Revolving Line of Credit Loan Agreement executed by Mortgagor, Beneficiery and the Trusts.

Such other security instruments are of even date herewith and, together with any amendments, modifications and replacements thereof and any and all other instruments now or hereafter given to secure the payment of the Note, are collectively referred to herein as the "Collateral Documents" and the collateral hereunder and thereunder is collectively referred to as the "Mortgaged Premises."

#### GRANTING CLAUSES. 2

- 2.1 Grant. To secure the payment of the Note and any and all renewals, extensions, modifications and replacements chareof and to assure performance of the agreements contained herein and in the Note and Collateral Documents, Mortgagor and the Beneficiery hereby assign to Lender and to the successors and assigns of Lender:
  - The lessor's interest in all oral and written 2.1.1 The lessor's interest in all oral and written leases with, or other agreements for use or occupancy made or leases with, or other agreements for use or occupancy made or agreed to by, any person or entity (including, without limitation, Mortgagor and Lender under the powers granted herein) and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgaged Premises whether such leases or other agreements have been heretofore or are hereafter made or agreed to (collectively, the "Leases");

- 2.1.2 The rents, issues and profits and any other payments by any and all lessess under the Leases in addition to rent (collectively the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Mortgaged Premises;
- 2.1.3 Any and all monies, awards or other payments made or payable by any and all lessees under the Leases in lieu of rent (collectively, "Damages"), including, but not limited to, any Damages, which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Mortgaged Promises;
- 2.1.4 All rights, powers, privileges, options and other benefits (collectively the "Rights") of the lessor under the Leases, including, without limitation:
  - 2/1.4.1 The immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, incurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as rents or otherwise (except sums payable directly to any person other than the lessor thereunder);
  - 2.1.4.2 The right to make all waivers and agreements, including valvers of obligations of lessees;
  - 2.1.4.3 The right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;
  - 2.1.4.4 The right to take such action upon the happening of a default under the Lazes (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be persorted under any provisions of the Leases or by law;
  - 2.1.4.5 The right to do any and all other things whatsoever which the lessor is or may become antitled to under the Leases;
  - 2.1.4.6 The right to exercise any option required or permitted; and
  - 2.1.4.7 Any and all guaranties (the "Guaranties") of any of the Leases, and the rights, powers, privileges and other benefits of the lessor under the Guaranties;

and Mortgagor and Beneficiary authorize Lender:

Proberty of Cook County Clark's Office

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- 2.1.4.8 To manage the Mortgaged Premises and let and relet the Mortgaged Premises, or any part thereof according to Lender's own discretion;
- 2.1.4.9 To prosecute or defend any suits in connection with the Mortgaged Premises in the name of any or all of Lender, Mortgagor or the lessor as Lender may consider desirable;
- 2.1.4.10 To enforce or take any other action in connection with the Leases in the name of any or all of Lender, Mortgagor or the Beneficiary;
- 2.1.4.11 To make such repairs to the Mortgaged Premises as Lender may deem advisable; and
- 2.1.4.12 To do anything in or about the Mortgaged Premises that Lender may deem advisable or that the lesser has the right or power to do.

Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon Lender herein until and unless a Default (as hereinafter defined) shall occur. Nothing herein contained shall be deemed to affect or impair any rights which Lender may have under the Collateral Documents.

2.2 Release. The release deed or other instrument of release given to Mortgagor pursuant to the Mortgage, upon recording shall act as a release of Lender's rights and security interest under this Agreement.

### 3 <u>COVENANTS</u>.

- 3.1 <u>Power Coupled With An Interest</u>. This Assignment of Leases and Rents confers upon Lender a power coupled with an interest and cannot be revoked by Mortgagor.
- 3.2 No Other Assignment. Mortgagor and Beneficiary represent warrant, and covenant that Mortgagor or Beneficiary is, and will be, the sole owner of the entire lessor's interest in the Leases and has full right to assign the Leases and the rents due or to become due thereunder; that there has been no previous assignment and, without Lender's prior written consent as to form and substance, Mortgagor or Beneficiary will permit no future assignment (as collateral or otherwise) of the lessor's right, title and interest in any of the Leases (other than pursuant to the Collateral Documents); that the Leases are valid and enforceable in accordance with their terms; that the lessees are not in default

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under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases; and that no rent reserved in the Leases has been assigned or anticipated and that no rent for any period subsequent to the date hereof has been collected in advance of the time when the said rent becomes or would become due under the terms of the Leases.

- 3.3 Management. At all times until this Assignment of Leases and Rents is released or until the assignment granted hereby is exercised by Lender and at all times thereafter during which Lender is not in actual or constructive possession of the Mortgaged Premises. Mortgagor and Beneficiary shall cause the Mortgaged Premiser to be managed in accordance with sound business practices and causa to be performed all obligations imposed upon the lessor under the lesses and not do or permit to be done anything to impair the security thereof. Mortgagor and Beneficiary shall not permit any of the Rents to be collected in advance, except that monthly rent due and payable under the Leases may be collected up to one month in advance. Mortgagor and Beneficiary shall make no other assignment of any orterest in any other Leases or the Rents accruing from such Leases or from the Mortgaged Premises, or subordinate any of the Ceases to any mortgage or other encumbrance, or permit, consent or agree to such subordination without the prior written consent of Lender. Mortgagor and Beneficiary shall cause prompt action, including legal proceedings, for enforcement of any material Default by any less e under any Lease and all other remedies available to the lessor increunder to be commenced against any such delinquent lessee as soon as reasonably necessary to protect such lessor's interest. Morcgogor and Beneficiary may, but only with the prior written approval of Dender, give any consent or exercise any option or election granted to the lessor under any of the Leases. Mortgagor and Beneficiary shall execute and deliver, at the reasonable written request of Lender, all such further assurances and assignments as Lander from time to time shall require.
- 3.4 Lender to be Creditor of Lesses. Lender shall be and be deemed to be the creditor of each lesses in assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such lesses (without any obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein). Mortgagor and Beneficiary hereby assign to Lender any and all Damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings, with an option to Lender to apply Damages or any money received by Lender as such creditor in reduction of the indebtedness (in the inverse order of maturity) secured by or to be paid under the Mortgage. Mortgagor and Beneficiary hereby appoint Lender as its or their irrevocable

attorney-in-fact to appear in any action and/or collect any such money, award or payment.

### 4 DEFAULTS AND REMEDIES.

- 4.1 <u>Defaults</u>. Each of the following shall constitute a default ("<u>Default</u>") under this Assignment of Leases and Rents:
  - 4.1.1 The untruth of any material representation made by Mortgagor herein;
  - 4.1.2 The failure by Mortgagor or Beneficiary to perform in a full and timely manner any of their obligations under this Assignment of Leases and Rents or the Note or the breach of any covenants contained in this Assignment of Leases and Rents;
  - 4.1.3 The occurrence of any Default (as therein defined) under the Note or any of the Collateral Documents;
    - 4.1.4 The derault by the lessor under any of the Leases.

### 4.2 Exercise of this assignment of Leases and Rents.

- 4.2.1 Lender may exercise the assignment hereby granted and, in the event of any Default, pursue Lender's rights to collect the Rents or manage the Mortgaged Premises, or both, and otherwise exercise Lender's rights as provided in this Assignment of Leases and Rents, without regard to the adequacy of the security and without waiving any other remedy available to Lender and without waiving such Default;
- 4.2.2 If Lender elects to invoke any of Lender's rights hereunder and thereafter, for any reason, relinquishes to Mortgagor or Beneficiary such rights, this Assignment of Leases and Rents shall in no respect be terminated but instead remain in full force and effect until the indebtedness represented by the Note is paid in full, it being the intent of the parties that Lender shall, from time to time upon the occurrence of any Default under this Assignment of Leases and Rents, have all the rights granted hereby.
- 4.3 Nature of Remedies. No delay or omission on the part of Lender in the exercise of any remedy for a Default shall operate as a waiver thereof. The remedies available to Lender under this Assignment of Leases and Rents shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note and the Collateral Documents. Such remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Mortgagor or Beneficiary or the Mortgaged Premises or all or any of them at

the sole discretion of Lender and may be exercised as often as occasion therefor shall arise.

- 4.4 Application of Rents. Lender shall have the power to apply the Rents and Damages, in such order as Lender may determine, to the payment of the indebtedness (in the inverse order of maturity) represented by the Note or any and all renewals, extensions, modifications or replacements thereof, and also toward the payment of all Advances (as defined in the Mortgage) and all expenses for the care and management of the Mortgaged Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting rents, and the reasonable expenses and fees of all attorneys, agents and servants, which expenses Lender may reasonably doem to be necessary to exercise the powers granted to Lender hereunder. The receipt by Lender of any Rents pursuant to this Assignment of Leases and Rents following a Default and the exercise of any remedies provided for in the Note or the Collateral Documents shall not cure such Default or affect or prejudice the exercise of such remedies.
- 4.5 <u>Limitation of Londer's Obligations</u>. Lender's obligations to any Rents actually collected shall be discharged by application of such Rentz for the purposes described in this Assignment of Leases and Rents. Lender shall not be liable for uncollected rents or for any claim for damages or set-offs arising out of Lender's management of the Mortgaged Premises other than for damages arising from Lender's gross negligence. Lender shall not be liable to any lessee for the return of any security deposit made under any Lease of any portion of the Mortgaged Premises unless Lender shall have received such security deposit from the lessor or such lessee. Except in the event that Lender shall have obtained title to the Mortgaged Premises by means of Toreclosure under the Mortgage, Lender shall not by reason of this Assignment of Leases and Rents or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Lender be responsible for any act compitted by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making Lender a mortgagee in possession of the Mortgaged Premises or any part thereof.
- 4.6 Reimbursement. Mortgagor and Beneficiary shall reimburse, indemnify and hold harmless Lender for and from any and all expenses, losses, damages and liabilities which Lender may reasonably incur by reason of this Assignment of Leases and Rents, any of the Leases, or expenses, losses, damages and liabilities incurred in exercising any of the rights granted in this Assignment of Leases and Rents. Any and all amounts due to Lender under this paragraph 4.6 shall be immediately due and payable, shall be Advances (as defined in the Mortgage) and, as such, shall be added

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to the principal amount of the Note and secured by this Assignment of Leases and Rents and the Collateral Documents.

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4.7 Authorization to Lesses. Each present and future lesses under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Lender upon written demand from Lender stating that a Default has occurred under this Assignment of Leases and Rents without inquiry as to whether any such Default has occurred or whether Lender is rightfully entitled to such rent.

### 5 Miscellaneous.

- 5.1 Modification of Loan Terms. If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, if the Note be renewed, modified or replaced or if any security for the Note be released, Mortgagor, Beneficiary and any other parties now or hereafter liable therefor or interested in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases, and their liability and the lian hereof and of the Collateral Documents shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Lender.
- 5.2 Enforcement. To induce Lender to make the loan evidenced by the Note and secured by the Collateral Documents, Mortgagor and Beneficiary agree irrevocably that, subject to Lender's sole and absolute election, all actions to enforce this Assignment of Leases and Rents or other actions, suits or other proceedings arising out or in respect of this Assignment of Leases and Rents ("Actions") shall be brought in a court of competent jurisdiction sitting in the county where the Mortgaged Premises are located. Mortgagor and the Beneficiary irrevocably consent to the jurisdiction of such courts. Mortgagor and Beneficiary further (a) agree that in any such Action, service of process may be in the Dame manner as notices are delivered hereunder and that Mortgagor and the Beneficiary shall accept service made in such manner and (b) irrevocably waive any right Mortgagor or Beneficiary any have to request or demand a trial by jury, to transfer or change the venue of, or to claim that any such Action has been brought in an inconvenient forum.
- 5.3 Successors and Assigns. This Assignment of Leases and Rents shall inure to the benefit of and be binding upon the respective successors and assigns of Mortgagor, Beneficiary and Lender and all persons and entities (including owners and lesses) which may hereafter obtain any interest in the Mortgaged Premises.
- 5.4 No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Premises to any lessee under any of the Leases, the lessee's leasehold estate under such Lease

shall not merge into the fee estate and the lessee shall remain obligated under such Lease as assigned by this Assignment of Leases and Rents.

5.5 Notices. Whenever Lender, Mortgagor or Beneficiary desires to give any notice to the other, it shall be sufficient for all purposes if such notice is personally delivered or sent by registered or certified United States mail, postage prepaid, addressed to the intended recipient at the last address theretofore specified by the addressee in a written notice given to sender. In case no other address has been so specified, notices hereunder shall be delivered or mailed to the following addresses:

Lender:

Harris Bank Hinsdale, National Association 50 South Lincoln Hinsdale, Illinois 60522

Attn: Senior Lending Officer

Mortgagor

office Park of Hinsdale, Inc.

and/or

12 Salt Creek Lane

Beneficiary: Hinsdale, Illinois 60521

Attn: President

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or two (2) business days after it is deposited in the United States Mail.

- 5.6 Execution and Delivery. This Assignment of Leases and Rents is executed and delivered in Hinadala, Illinois.
- 5.7 Governing Law. This Assignment of Jacses and Rents shall be governed by and construed in accordance with the law of the State of Illinois.
- 5.8 Pronoung. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction.
- 5.9 Incorporation of Collateral Documents. It is expressly understood and agreed that all of the terms, covenants, conditions, agreements, representations, warranties, obligations, provisions of the Note and the Collateral Documents are by this reference adopted and incorporated in the Agreement to the same extent and with the same binding force and effect as if all such terms, covenants, conditions, agreements, representations, warranties, obligations, and provisions thereof were herein stated & in full, it being the express intent that each of the Note, this in Agreement and the Collateral Documents complement and supplement the others to the extent necessary or required to protect, preserve ??

### ACKNOWLEDGEMENT - TRUST

STATE OF Illinoia ) ss
COUNTY OF DuPage )
for and residing in said County and State, DO HEREBY CERTIFY THAT  Janet Hale  and  Susan Luperini  known to me to the same parsons whose names are subscribed to the foregoing instrument as such Assistant Vice Pres. and Assistant Vice Presiden personally appeared before me this day and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Trust for the uses and purposes therein set forth.
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Last Wagner
Notary Public
My Commission Expires: 9-28-94
"OFFICIAL SEAL" Gave Wagner Notaly Public State of Illinois My Commission Expires 9/28/94
My Commission Expires 9/28/04
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and confirm the rights, powers and remedies of Lender in respect of the indebtedness hereby secured.

- 5.10 Equal Security. This Agreement and the Collateral Documents ("security documents" for this paragraph only) constitute equal security for the payment of the Note and none of the security documents shall be deemed to have preference or priority over any other security document, and in the event of a default by Mortgagor under the Note of the security documents Lender may realize upon security given under the security documents successively or cumulatively, at such time and in such order as Lender in Lender's sole discretion, may elect.
- 5.11 Severability. If any term, restriction or covenant of this Assignment of Leases and Rents is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is decided illegal, the application of such term, restriction or covenent shall remain unaffected to the extent permitted by law.
- 5.12 Exculpation of Trustee. This instrument is executed by the undersigned, trustee, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Truscae. All the terms, provisions, stipulations, covenants, and conditions to be performed by the undersigned are taken by it solely as frustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the undersigned by resson of anything contained in said instrument, or in any previously executed document, whether or not executed by the undersigned, either individually or as Trustee as aforesaid, relating to the subject matter of the foregoing instrument, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

The provisions appearing on the reverse side of this page are incorporated herein by reference and are mereby made a part of this document.

MORTGAGOR

Harris Bank Hinsdale, National Association, not personally, but solely as Trusten as aforesaid

Assistant Vice President.

Attest:

this document is made and executed by HARRIS BYAK Handale, as Land Truston, and in appented up in the express understanding and Agreement of the parties for the sext to fifthe DARK of reduce enters, are some not personally, but only as such Traston, and that, anyther subjects to the amuney not will considing, each and all of the indemnities representations, wirranties, now purely appreciate and undertakings because contained are intended upons the personal incommittee topic sest diseas, up comiss, poversum or undertained of HAROUS BONG Diseases, or for the empty is of bloody HAROUS BONG Minimals, personally that we must each intender for the purpose of hir Lig unite that provide a stell trust entrance accounted herein and this accounted and out read by the Life in a own right, but solarly at the duration of the casty beginn power of circuits over the trust a which the contribution of the casty beginn power of circuits over the trust a which the casty beginn power of circuits over the trust a which cover the ct the powers conformed upon HAR73S BANK Recomme on read Transfer, and that no parametric part is assumed by, nor shall be asserted against, HARRIS BANK Blockets or its aposts or employed second of an account of its making or executing this document or on account of any indomnity, representation, workers in occurrent, agreement or undertaking herein postained, industrial, but not bould to any defellar facilities and of the Comprehensive Environmental, Response, Comprehensive and Liebary Aut of 1906, 42 to 3 of 8,00 on 3501 al sea, as amended or any other invalctual, county, more or tolerally up, or, but we such as the cost pertaining to the Trust Property or in the use and cucuncity sparred, the size is all sty. Copy. Only expressly waived and released. It is further unnerstood parties, the budgets of a constraint and order of or as Trustee shall have no obligation to yes to the percentage user non-purpose of early to some ty-

representation, warranty, covenant, agreement or unduned up her stripping to the cost net be leaded for any action or non-action taken in violation money. It is further proceeds, here were, that this correspond to all not impair the enforceability, or adversely affect the polyeonous of any other liquidance must be separate instrument of adoption or guarantee nor otherwise impair the validity of any indebtedness.

evidenced or secured by this document except as expressly set forth.

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MOR!TGAGOR

Office Park of Hinsdale, Inc.

Attest: Doman G. Wellin

BENEFICIARY

Attest:

Mania A. William Colling Clark's Office

#### ACKNOWLEDGEMENT - TRUST

COUNTY OF	,	SS			
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Janet Hale known to me to foregoing inst personally app	the same rument as	persons w	hose names a tant Vice Pres	re subscrib , and Assistan	ed to the it Vice President
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STATE OF

### ACKNOWLEDGMENT - CORPORATE

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of the above-named corporation, and acknowledged to and before me that the executed such instrument as such from and by due and regular corporate authority, and that such instrument is the free act and deed of said corporation.

My Commission Expires

OFFICIAL SEAL "
SANDRA J BURNS
NOTARY PUBLIC. STATE OF ILLINOIS

Olynin Clerk's Office MY COMMISSION EXP. 12

#### ACKNOWLEDGEMENT - TRUST

COUNTY OF	) SS			
for and residuant Hale known to me foregoing inspersonally assigned and voluntary assigned aspecification assigned assigned assigned assigned assigned assigne	the undersigned ding in said Cou- and to the same persect the same persect before a delivered said than as the free numbers therein	Sugar Luperini Sons whose name Assistant Vica P  this day and instrument as a and voluntary	s are subscrib ten. and Anniator acknowledged their own	TIFY THAT ersonally ed to the t Vice President that they free and
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### Legal Description of Mortgaged Premises

owned by Trust L. 1212

#### Parcel 1

The East 60 feet (except the South 130 feet and except that part falling in the premises conveyed to the C. B. & Q. by Warranty Deed recorded May 14, 1890 in Book 64 of Deeds, Page 431 as Document 42694) of that Part of Block 10 lying West of Oak Street in Alfred Walker's Addition to Hinsdale in the Southeast Quarter of Section 1, Township 38 North, Range 11, East of the Third Principal Meridian, eccording to the Plat thereof recorded June 5, 1868 in Book 2 of Plats, Page 5 as Document 9611, in DuPage County, Illinois.

P.I.N. 03-01-420-011 Commonly known as: 14 N. Oak, Hinsdale, IL

#### Parcel 2

The East 50 fact of the West 150 feet of Lot 3 in Alfred Walker's Addition to the Town of Hinsdale, being a Subdivision of Part of the Southeast Quarter of Section 1 and part of the Northeast Quarter of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded June 5, 1868 as Document 9611, in DuPage county, Illinois.

P.I.N. 09-01-413-021 Commonly known as: 433 E. Walnut, Hinsdale, IZ

#### Parcel 3

The Westerly Half of Lot 22 in Kenneth C. Brown's Resubdivision, being a Resubdivision of Part of Part of Hinsdale Highlands, being a Subdivision of the Northeast Quarter of Section 1, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 20, 1947 as Document 527578 and Certificate of Correction recorded September 3, 1947 as Document 528461, in DuPage County, Illinois.

P.I.N. 69-01-210-007 Commonly known as: 733 N. Elm, Hinsdale, IL

#### Parcel 4

The South half of Lot 23 in Hinsdale Highlands, being a Subdivision of Part of the Northeast Quarter of Section 1, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded April 8, 1922 as Document 155000, in DuPage County, Illinois.

P.I.N. 09-01-209-015 Commonly known as: 804 N. Elm, Hinsdale, IL

#### Parcel 5

Lots 4, 5, 6, 7 and 8 in Flagg Court Resubdivision of Lot 2 in Main's Pasubdivision of Lots 1, 2 and 3 in Block 2 of Alfred Walker's Addition to Hinsdale, a Subdivision situated in the Southeast 1/4 of Section 1, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Flagg Court Resubdivision recorded February 7, 1989 as Document R89-15018, and Certificate of Correction recorded August 14, 1989 as Document R89-99129, in DuPage County, Illinois.

P.I.N. 09-01-(12-014, 015, 016, 017 and 018 (5 lots) Vacant lots, no addresses

#### Parcel 6 .

Lot 2 in Block 14 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 28 North, Range 12, East of the Third Principal Meridian, as per Plat of said Subdivision recorded August 17, 1929 as Document No. 10457275, in Cook County, Illinois.

P.I.N. 18-05-123-002 Commonly known as: 515 N. County Line Road, Minsdale, IL

#### Parcel 7

Lot 12 in Block 13 in Jefferson Gardens, being a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, as shown by Plat of said Subdivision recorded August 17, 1929, as Document No. 10457275, in Cook County, Illinois.

P.I.N. 18-06-124-006-0000 Commonly known as: 526 N. Justina, Hinsdale, IL 4262442

#### Parcel 8

Lot 17 in Block 8 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat of said Subdivision recorded August 17, 1929 as Document 10457275, in Cook County. Illinois.

P.I.N. 18-06-116-020-0000 Commonly known as: 602 N. Justina, Hinsdale, IL

#### Parcel 9

Lot f in Block 9 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat of said Subdivision recorded August 17, 1929 as Document 10457275, in Cook County, Illinois.

P.I.N. 18-06-117-006 Commonly known agr. 621 Justina, Hinsdale, IL

#### Parcel 10

Lot 5 in Block 9 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, as shown on Plat of said Subdivision recorded August 17, 1929 as locument 10457275, all in Cook County, Illinois

18-06-117-005-0000 P.I.N. Commonly known as: 623 N. Justina, Minsdale, IL

#### Parcel 11

Lot 9 in Block 4 in Jefferson Gardens, a Subdirigion of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Maridian, according to the Plat of said Subdivision recorded August 17, 1929 as Document 10457275, in Cook County, Illinois.

18-06-109-009 P.I.N. Commonly known as: 715 N. Justina, Hinsdale, IL

#### Parcel 12

Lot 7 in Block 4 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the to Third Principal Meridian, as per Plat of said Subdivision recorded to August 17, 1929, as Document No. 10457275, in Cook County, ha Illinois.

18-06-109-007-0000 P.I.N. Commonly known as: 803 N. Justina, Hinsdale, IL

Property of Coot County Clert's Office

#### Parcel 13

Lot 6 in Block 4 in Jafferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, as Per Plat of said Subdivision recorded August 17, 1929 as Document 10457275 in Cook County, Illinois.

18-06-109-006-0000 P.I.N. Commonly known as: 809 N. Justina, Hinsdale, IL

#### Parcel 14

Lot 23 in Block 5 in Jefferson Gardens, a Subdivision of Part of the Went 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. × 18-06-108-016-0000 Commonly known as: 824 N. Justina, Hinsdale, IL

#### Parcel 15

Lot 25 in Block 5 in Jefferson Gardens Subdivision of Part of the West 1/2 of Section 6, Turnship 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

18-06-108-014-0000 Commonly known as: 828 N. Justing, Hinsdale, IL

#### Parcel 16

Lot 11 in Block 12 in Jefferson Gardens, Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plan thereof recorded August 17, 1929 as Document No. 10457275, in Cook County, Illinois.

P.I.N. 18-06-125-020-0000 Commonly known as: 631 The Lane, Hinsdale, IL

#### Parcel 17

That part of Lot 6 (lying Westerly of the right of way of the Tri-State Tollway) in Block 13 in the Subdivision of that Part of the West 1/2 of the Southwest 1/4 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago, Burlington & Quincy Railroad Company's right of way (except the North 241.56 feet of said West 1/2 of said Southwest () 1/4), in Cook County, Illinois.

P.I.N. 18-06-303-006 Commonly known as: 423 Mills, Hinsdale, IL

Property of Coot County Clert's Office

#### Parcel 18

Lot 6 in Block 17 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, as per Plat of said Subdivision recorded August 17, 1929 as Document No. 10457275, in Cook County, Illinois.

P.I.N. 18-06-302-013-0000 Commonly known as: 426 Mills, Hinsdale, IL

#### Parcel 19

Lot 12 in Block 12 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 18-06-125-016-0000 Commonly known as: 504 Mills, Hinsdale, IL

#### Parcel 20

Lot 14 in Block 12 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 18-06-125-014-09(0) Commonly known as: 514 Hills, Himsdale, IL

#### Parcel 21

Lot 19 in Block 12 in Jefferson Gardens Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, as per Plat of said Subdivision recorded August 17, 1929 as Document No. 10457275, in Cook County, Illinois

P.I.N. 18-06-125-009-0000 Commonly known as: 538 Mills, Hinsdale, IL

#### Parcel 22

Lot 4 in Block 13 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, as per Plat recorded August 17, 1929, as Document No. 10457257, in Cook County, Illinois.

P.I.N. 18-06-124-004-0000 Commonly known as: 509 Phillippa, Hinsdale, IL

Proberty of Cook County Clark's Office

#### Parcel 23

Lot 11 in Block 5 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded August 17, 1929 as Document 10457275, in Cook County, Illinois.

P.I.N. 18-06-108-011-0000 Commonly known as: 719 Phillippa, Hinsdale, IL

#### Parcel 24

Lot 22 in Block 6 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 18-06-107-018-0000 Commonly known as: 808 Phillippa, Hinsdale, IL

#### Parcel 25

Lot 26 in Block 6 in Tarferson Gardens, being a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian as shown by Plat of said Subdivision recorded August 17, 1929 at Document No. 10457275, in Cook County, Illinois.

P.I.N. 18-06-107-014-0000 Commonly known as: 828 Phillippe, Minsdale, IL

#### Parcel 26

Lot 4 in Block 12 in Jefferson Gardens, a Surdivision of Part of the West 1/2 of Section 6, Township 38 North, Nange 12, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. 18-06-125-004-0000 Commonly known as: 519 Justina, Hinsdale, IL

#### Parcel 27

Lot 10 in Block 13 in Jefferson Gardens, a Subdivision of Part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

F.I.N. 18-06-134-008-0000 Commonly known as: 520 Justina, Hinsdale, IL 94162442

Property of Coot County Clert's Office

Parcel 28

That Part of Lot 3 (Lying Westerly of the Right of Way of the Tri State Tollway) and the North 20 Feet of Lot 2 in Block 13 in the Subdivision of that Part of the West 1/2 of the Southwest 1/4 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago Burlington and Quincy Railroad Company's Right of Way, (except the North 241.56 Feet of said West 1/2 of said Southwest 1/4) in Cook County, Illinois.

P.I.N. 18-06-303-020-0000 Commonly known as 413 Mills, Hinsdale, IL

Parcel 29

Lot 20 in Block 12 in Jefferson Gardens, being a Subdivision of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N 18-06-125-008-0000 Commonly known as: 540 Mills, Hinsdale, IL

Parcel 30

The South 10 feet of Lot 1 and all of Lot 2 in A.H.R.'s Resubdivision of Part of the Southeast 1/4 of Section 1. Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Resubdivision recorded as Document R91-091661, in DuPage County, Illinois.

P.I.N. 09-01-412-023 Vacant lot formerly known as Resubdivision Lot 3 of Flagg Court

Property of Cook County Clerk's Office

EXHIBIT A (continued)

Legal Description of Mortgaged Premises
Owned by Trust L-1211

Lot 44 (except the West 150 feet, measured on South line and except the East 30 feet thereof and except the North 55 feet measured on the East line and lying West of the East 30 feet thereof) and also the South 9.9 feet of the West 150 feet of Lot 44 in Hinsdale Highlands, being a Subdivision of part of the Northeast quarter of Section 1, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded April 8, 1922 as Document 155000, in DuPage County, Illinois.

P.I.N. 09-01-210-035
Commonly known, as: 802 Franklin, Hinsdale, IL

Property of Cook County Clerk's Office