95500706

Cross Reference: Instrument Nos. 91630982, 92293228 and 93461517

AFTER RECORDATION,
PLEASE RETURN TO:
Carolyn H. Andretti, Esq.
Johnson, Smith, Pence,
Densborn, Wright & Heath
One Indiana Square,
Suite 1800
Indianapolts, Indiana 46204

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COOK COUNTY RECORDER

SECOND AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES (Kedzie Avenue)

THIS INDENTURE WITNESSETH that NWS, INC., an Illinois corporation having offices at 3247 South Kedzie Avenue, Chicago, Illinois 60623 ("Assignor"), for good and valuable consideration hereby conveys, transfers and assigns unto NBD BANK, N.A., a national banking association formerly known as INB National Bank, as Agent (Term and Mortgage Loans) Lin such capacity as Agent (Term and Mortgage Loans), the "Assignee"), on behalf of NBD BANK, a Michigan banking association ("NBD-MI") NBD BANK, N.A., a national banking association ("NBD-IN"), BANK CNL, INDIANAPOLIS, NATIONAL ASSOCIATION, a national banking association ("Bank One"), LaSALLE NATIONAL BANK, a national banking association ["LaSalle") THE DAIWA BANK, LIMITED, a Japanese banking corporation ("Daiwa"), CONGRESS (CENTRAL), Illinois CORPORATION an corporation FINANCIAL ("Congress"), FIRSTAR BANK MILWAUKEE, N.A., a pational banking association ("Firstar"), and BANK OF NEW YORK COMMERCIAL CORPORATION, a New York corporation ("BNY"), and their successors and assigns (NBD-MI, NBD-IN, Bank One, LaSalle, Daiva, Congress, Firstar and BNY and their successors and assigns being sometimes referred to herein collectively as the "Lenders" and, individually as a "Lender"), all the rights, interest and privileges which the Assignor as lessor has and may have in the leases (whether written or oral), licenses and rental agreements, now existing or hereafter made and affecting the following described real estate or any part thereof or any improvements located thereon (such real estate and improvements being referred to herein as the "Premises," and all such leases, licenses and rental agreements being referred to herein as "Leases"):

The real estate described in Exhibit A attached hereto and incorporated herein by reference,

418

BOX 333-CTI

as the Leases may have been, or may from time to time be hereafter modified, extended or renewed, together with all security deposits thereunder and all rents, fees, royalties, revenues, rates, issues, accounts, income, charges and profits due and becoming due therefrom (the "Rents"). The Assignor will, on request of the Assignee, execute further assignments of any future Leases affecting any part of the Premises.

This Assignment is made as additional security for the full, prompt and faithful performance of the Obligations, as defined in that certain First Amended and Restated Credit Agreement executed among the Assignor, the Lenders and the Assignee and NBD Bank, Agent ('evolving Loans) of even date herewith (such First Amended and Restated Credit Agreement, as the same may be modified, amended or restated from time to time, being referred to herein as the "Agreement"), including, without limitation, the obligation of the Assignor to pay the Notes (as defined in the Agreement) in the aggregate principal amount of Fifty-Four Million Two Hundred Fifty-Three Thousand Mine Hundred Ninety-Three and 08/100 Dollars (\$54,253,993.08), all executed by the Assignor to the order of the Lenders pursuant to the Agreement, and the obligations described in a certain Second Amended and Restated Real Estate Mortgage, Security Agreement and Fixture Filing of even date herewith executed by the Assignor ir. lavor of the Assignee which encumbers the Premises (the "Mortgage", together with costs of collection fees and together with all extensions or attorneys' modifications of all such instruments, all without relief from valuation and appraisement laws. The acceptance of this Assignment and the collection of the Rents or the payments under the Leases shall not constitute a waiver of any zights of the Assignee under the terms of the Agreement, the Notes or the Mortgage. expressly understood and agreed by the parties hereto that so long as no Default under the Agreement has occurred and is continuing, Assignor shall have the right to collect the Rents, from the Leases or otherwise from the Premises and to retain, use and enjoy the same; provided, however, that even before a Default occurs no rent more than one (1) month in advance shall be collected or accepted without the prior written consent of the Assignee. In addition to the Rents, Assignor hereby assigns to Assignee any avard made hereafter to Assignor in any court proceeding involving any of the Leases in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any such action and/or to collect any such award or payment.

The Assignor hereby authorizes the Assignee, in the event of a Default, at Assignee's option, to enter and take possession of the Premises and to manage and operate the same, to collect all or any Rents accruing therefrom and from the Leases, to let or re-let the Premises or any part thereof, to cancel and modify the Leases, evict tenants, bring or defend any suits in connection with the

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possession of the Premises in its own name or Assignor's name, make repairs as Assignee reasonably deems appropriate, and perform such other acts in connection with the management and operation of the Premises as the Assignee, in its sole discretion, may deem proper.

The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under the Mortgage shall not cure any Default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge, any obligation or duty to be performed or discharged by Assignor under any of the Leases, except for obligations or duties which orginate after Assignee takes actual possession of the Premises pursuant to a foreclosure of the Moregage or under a deed in lieu of foreclosure ("Actual Possession"). "Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability, loss or damage arising from any of the Leases or from 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 undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such liability, loss, damage, Caraims or demands arising out of Assignee's willful misconduct or bad faith or which is caused by the failure of Assignee to perform any obligation or duty occurring after Assignee takes Actual Possession of the Premises. Assignee incur any such liability, loss or damage, under the Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand. This Assignment shall not place reconsibility for the control, care, management or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, guest, invitee, licensee, employee or stranger, or property, real or personal.

The Assignor covenants and represents that it has full right and title to assign the Leases and the Rents, due or to become due thereunder, that the terms of the Leases have not been changed from the terms in the copies of any of the Leases submitted to the Assignee for approval, that no other prior assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that said Assignor will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessee's interest in them without the prior written consent of the Assignee.

Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to any tenant or other occupant under any of the Leases or otherwise.

Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a Default under the Agreement.

Default (after applicable cure periods) by the Assignor under any of the terms of the Leases, which default permits the tenant or lessee under any Lease to terminate such Lease, shall be deemed a Default under the Agreement. Any expenditures made by Assignee in curing a Default on the Assignor's behalf, together with interest thereon at the default rate of interest set forth in the Notes, shall become part of the debt secured by this instrument.

The full performance of the Mortgages and the duly recorded release or reconveyance of the property described therein shall render this Assignment void.

Assignee, in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as Assignee may determine:

- a. to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include resonable compensation to Assignee and its agent or agents, if management is delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance;
- b. to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- c. to the payment of all repairs, decorating renewals, replacements, alterations, additions, betterments, and improvements of the Premises and the expenses of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable; and

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d. to the payment of any indebtedness secured hereby as specified in Section 4.04 of the Mortgage or any deficiency which may result from any foreclosure sale.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Premises and any assignee of the Mortgage.

Notwithstanding any provision hereof which might be construed to the contrary, the assignment effected hereby is intended to be an absolute assignment from Assignor to Assignee of the Leases and the Rents and not merely the passing of a security interest. Such Leases and Rents are hereby assigned absolutely by Assignor to Assignee, such assignment contingent only upon the leasing of the Premises and the subsequent occurrence of a Default under the terms of the Agreement.

This Assignment completely amends and restates the terms, conditions, and provisions of that certain First Amended and Restated Assignment of Rents and Leases, dated June 12, 1993 and recorded June 16, 1993 n the Office of the Recorder of Cook County, Illinois as Instrument Number 93461517 (the "First Amended and Restated Assignment of Rents and Leases"), which apply to the Premises and the Rents and Leaser in respect thereof. Assignor is of even date herewith executing in favor of Assignee a certain Second Amended and Restated Assignment of Rents and Leases (Campbell's Building), which amends and restates the terms, conditions and provisions of the First Amended and Restated Assignment of Rents and Leases which apply to the premises more particularly described in Exhibit A-2 to the First Amended and Restated Assignment of Rents and Leases and the rents and leases in respect thereof. The First Amended and Restated Assignment of Rents and Leases amended and restated that certain Assignment of Rents dated December 2, 1991 and recorded December 2, 1991, in the Office of the Recorder of Cook County, Illinois as Instrument Number 91630982 and that certain Assignment of Rents dated April 1, 1992 and recorded April 30, 1992 in the Office of the Recorder of Cook County, Illinois as Instrument Number 92293228.

IN WITNESS WHEREOF, the said Assignor, NWS, Inc., and Assignee, NBD Bank, N.A., have executed this instrument this _____ day of July, 1995.

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NWS, INC.'S SIGNATURE PAGE TO THE SECOND AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES (Kedzie Avenue)

NWS, INC., an Illinois corporation

E. LaCrosse, President

STATE OF COUNTY OF MAN

Before me, a Notary Public, in and for said county and state, personally appeared James E. LaCrosse, known to me to be the President of NWS, Inc., an Illinois corporation, Assignor aforesaid, and having been first duly sworn, acknowledged the execution of the foregoing Second Amended and Restated Assignment of Rents and Leases for and on behalf of said corporation.

Witness my hand and Notarial Seal this 215 day of July, 1995.

Notary Public Signature

Notary Public -

My Commission Expires:

My County of Residence Is

This instrument prepared by Dennis A. Johnson, Attorney-At-Law, JOHNSON, SMITH, PENCE, DENSBORN, WRIGHT & HEATH, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.

NBD BANK, N.A.'S SIGNATURE PAGE TO THE SECOND FIRST AMENDED AND RESTATED $SP_{(i)}^{(i)}$ ASSIGNMENT OF RENTS AND LEASES (Kedzie Avenue)

NBD BANK, N.A., as Agent (Term Loans)

Steven P Clemens, Second Vice President

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, a Notary Public, in and for said county and state, personally appeared Steven P Clemens, known to me to be the Second Vice President of NBD Bank, N.A., a national banking association, and having been first duly sworn, acknowledged the execution of the foregoing Second Amended and Festated Assignment of Rents and Leases for and on behalf of said Bank.

Witness my hand and Notarial seal this 27th day of July, 1995.

Notary Public Signature

Therese D. Andrews
Notary Public - Printed

My Commission Expires:

My County of Residence Is

July 12, 1999

Marion

This instrument prepared by Dennis A. Johnson, Attorney-At-Law, JOHNSON, SMITH, PENCE, DENSBORN, WRIGHT & HEATH, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.

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THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

VARCEL 1:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT 450.60 FEET NORTH OF AND 33 FEET EAST OF THE SOUTHWEST Corner of the northwest 1/4 of the northwest 1/4 of said section (said point ISING IN THE EAST LINE OF SAID KEDZIE AVENUE); THENCE EAST AT RIGHT ANGLES TO MAID EAST LINE 213 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 5 FIFT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 117 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 82 FEET: THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 124 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 5.8 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 11, 12 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF CHICAGO AND ILLINOIS WESTERN FAILROAD; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE (BEING A CURVE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 441.70 FEET) FOR A DISTANCE OF 1/6,11 FEET TO A POINT OF TANGENCY, SAID POINT BEING 118.51 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 506.79 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAIN SECTION ON A LINE 31 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION: THENCE NORTH ON SAID PARMILEL LINE 318.51 FEET: THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 506.79 FEFT 114.30 FEET TO THE EAST LINE OF THE WEST \$20.02 FEET OF SAID NORTHWEST 1/4; THENCE SOUTH ON SAID EAST LINE 104.21 FEET TO THE SOUTH LINE OF THE NORTH 611 FEET OF SAID NORTHWEST 1/4; THENCE WEST ON SAID SOUTH LINE 487.02 FEET TO THE EAST LINE OF SOUTH KEDZIE AVENUE; THENCE SOUTH ON SAID EAST LINE 273.46 FEET TO THE POINT OF LEGINNING

(EXCEPTING THEREFROM THAT PART THEREOF DESCRIVE) BELOW CONVEYED BY DEED DATED JUNE 1, 1981 AND RECORDED JUNE 25, 1981 AS DOCUMENT 35917398 FROM AMERICAN MATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 48175 TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 33337, DESCRIBED AS FOLLOWS::

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS::

COMMENCING AT A POINT 450.60 FEET NORTH AND 33.0 FEET EAST OF THE SOUTHWEST CORNER OF THE MORTHWEST 1/4 OF THE MORTHWEST 1/4 OF SAID SECTION (FAID POINT BEING IN THE EAST LINE OF SAID KEDZIE AVENUE); THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE 113 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 5.0 FEET; THENCE EAST ON A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 97.0 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EAST ON SAID RIGHT ANGLE LINE 20 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 82 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 124 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 5.8 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 5.8 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 119.42 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD; THENCE NORTHEASTERLY ALONG

EXHIBIT A (Kedzie Avenue)

SAID NORTHWESTERLY RIGHT OF WAY LINE (BEING A CURVE CONVEX SOUTHEASTERLY HAVING A RADIUS OF 441.70 FEET) TO THE INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 33 FEET OF THE WEST 1/2 AFORESAID AND PASSING THROUGH THE MOST MORTHERLY SOUTHEAST CORNER OF AN EXISTING BRICK BUILDING, SAID CORNER BEING 19.40 FEET WEST OF SAID WEST LINE (AS MEASURED ON SAID RIGHT ANGLE LINE); THENCE WEST ON SAID RIGHT ANGLE LINE, 19.40 FEET TO SAID MOST NORTHERLY SOUTHEAST CORNER OF SAID BRICK BUILDING; THENCE SOUTHWESTERLY ALONG THE SOUTHEAST FACE OF SAID BRICK BUILDING (SAID SOUTH CORNER BEING 54.23 FEET WEST OF THE CENTER LINE OF THE EXISTING CHICAGO AND ILLINOIS WESTERN RAILROAD TRACK); THENCE WEST ALONG THE SOUTH FACE OF SAID BRICK BUILDING, 73.65 FEET TO A SOUTH CORNER OF SAID BRICK BUILDING; THENCE NORTH ALONG THE MOST BASTERLY WEST FICE OF SAID BRICK BUILDING 141.30 FEET TO THE MOST NORTHERLY SOUTH FACE OF SAID BRICK BUILDING; THENCE SOUTH FACE, 158.30 FEET THENCE SOUTH 55.50 FEET TO THE PLACE OF BEGINNING; PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE MORTHWEST 1/4 OF THE MORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

**BEGINNING IN THE LINE 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST 1/2 (SAID 33 FEET MEASURED ON THE NORTH LINE OF SAID NORTHWEST 1/4) 44.02 FEET SOUTH OF THE NORTH 383 FEET OF SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ON A CURVED LINE CONVEX SOUTHEAST HAVING A RADIUS (F 352.226 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 506.79 FEET OF THE NORTHWEST 1/4, 21.20 FEET WEST OF ABOVE MENTIONED LINE WHICH IS 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST 1/2 AS MEASURED ON SOUTH LINE OF THE NORTH 506.79 FEET OF S/ID NORTHWEST 1/4; THENCE EAST ON SAID SOUTH LINE OF THE NORTH ON ABOVE MENTIONED PARALLEL LINE TO THE POINT OF BEGINNING.

EXCEPTING FROM DESCRIBED TRACT THAT PART LYING MORTHEASTERLY OF FOLLOWING DESCRIBED LINE:

BEGINNING ON THE SOUTH LINE OF THE NORTH 383 FEFT OF SAID NORTHWEST 1/4, 79,72 FEET WEST OF ABOVE MENTIONED PARALLEL LINE AS MEASURED ON SAID SOUTH LINE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX NORTHEAST REVING A RADIUS OF 232.27 FEET A DISTANCE OF 149.60 FEET TO A POINT ON ABOVE MENTIONED PARALLEL LINE 123.79 FEET; SOUTH OF THE SOUTH LINE OF NORTH 383 FEET OF SAID NORTHWEST ://4 AS MEASURED ON ABOVE MENTIONED PARALLEL LINE:

PARCEL 3:

THAT PART OF THE WEST 14 FEET OF A STRIP OF LAND LYING WEST OF ANT ADJOINING LOT D COLLATERAL CHANNEL OF SANITARY DISTRICT TRUSTEES SUBDIVISION OF THE PIGHT OF WAY FROM NORTH AND SOUTH CENTER LINE OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 LAST OF THE THIRD PRINCIPAL MERIDIAN, TO WILL COUNTY LINE, LYING NORTHERLY OF A LINE RUNNING FROM A POINT ON THE WEST LINE OF SAID STRIP, 177.93 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE EAST LINE OF SAID STRIP, 253.96 FEET NORTH OF SAID EAST AND WEST CENTER LINE.

EXCEPTING FROM AFORESAID DESCRIBED 14 FOOT STRIP, THE STREET AND THAT PART WHICH LIES NORTH OF THE SOUTH LINE OF THE NORTH 506.79 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16;

PARCEL 4:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS

TOLLOWS : :

BEGINNING AT A POINT 63.60 FEET NORTH AND 33 FEET EAST OF THE SOUTHWEST CORNER OF MAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 AFORESAID (SAID POINT OF MEGINNING BEING IN THE EAST LINE OF SOUTH KEDZIE AVENUE WHERE SAID LINE INTERSECTS THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND ILLNOIS WESTERN RAILROAD); THENCE NORTH ALONG THE EAST LINE OF SOUTH KEDZIE AVENUE, A DISTANCE OF 430 FEET; THENCE WORTHEASTERLY A DISTANCE OF 176.76 FEET TO A POINT OF INTERSECTION OF THE WESTERLY LINE OF CHICAGO AND ILLINOIS WESTERN RAILROAD RIGHT OF WAY WITH A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE OF SOUTH KEDZIE AVENUE THROUGH A POINT THEREOF WHICH IS 300 MEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID WESTERLY AND BORTHERLY LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING;

THAT PART OF THE WEST 1/2 THE MORTHWEST 1/4 OF THE MORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

REGINNING AT A FOINT OF THE EAST LINE OF SOUTH KEDZIE AVENUE 33 FEET EAST OF THE WEST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 WHICH IS 263,60 FEET MORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 AND RUNNING THENCE HORTH ALONG SAIT, EAST LINE OF SOUTH KEDZIE AVENUE A DISTANCE OF 100 FEET; THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE OF SOUTH KEDZIE AVENUE TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND ILLNOIS WESTERN RAILROAD; THENCE SOUTHWESTERLY A DISTANCE OF 176.76 FEET TO A POINT 430 FEET EAST OF SAID EAST LINE OF SOUTH KEDZIE AVENUE AND ON A LINE DIA'N AT RIGHT ANGLES TO SAID EAST LINE OF SOUTH REDZIE AVENUE THROUGH THE POINT OF INTERSECTION THEREON WHICH IS THE POINT OF DEGINNING OF THIS DESCRIPTION AND THENCE WEST A DISTANCE OF 430 FEET TO SAID POINT OF DEGINNING

(EXCEPT THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST 37 THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS::

COMMENCING AT A POINT 363.60 FEET NORTH OF AND 23 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16 AFORESAID (SAID POINT IN THE EAST LINE OF SOUTH KEDZIE AVENUE); THENCE EAST AT RIGHT PURGLES TO THE EAST LINE OF SOUTH KEDZIE AVENUE 454 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EAST 121.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND ILLINOIS RAILROAD; THENCE SOUTHWESTERLY ON SAID WESTERLY RIGHT OF WAY LINE TO A POINT IN A LINE 5.80 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST COURSE HEREINBEFORE DESCRIBED; THENCE WEST ON SAID PARALLEL LINE 119.42 FEET TO A POINT IN A LINE 454 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SOUTH KEDZIE AVENUE THENCE NORTH 5.80 FEET TO THE PLACE OF BEGINNING);

PARCEL 6:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT 363.60 FEET NORTH OF AND 33 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36 (SAID PLACE OF BEGINNING BEING IN THE EAST LINE OF SOUTH KEDZIE AVENUE); THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF SOUTH KEDZIE AVENUE FOR A DISTANCE OF 330 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 82 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 117 FEET; THENCE NORTH AT RIGHT

ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 5 FEET; THENCE WEST AT RIGHT angles to the last described course for a distance of 213 feet to the east line of SOUTH KEDZIE AVENUE: THENCE SOUTH ON THE EAST LINE OF SOUTH KEDZIE AVENUE FOR A DISTANCE OF 87 FEET TO THE PLACE OF BEGINNING:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36. Township 39 North, range 13 East of the third principal meridian described as : FOLLOWS : :

COMMENCING AT A POINT 450.60 FEET NORTH AND 33.0 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION (SAID POINT BEING IN THE EAST LINE OF SAID KEDZIE AVENUE); THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE 213 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 5.0 FEET; THENCE EAST ON A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 97.0 FEET FOR A PLACE OF BEGINNING: THENCE CONTINUING EAST ON SAID RIGHT ANGLE LINE 20 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 82 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 129 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 5.8 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 119.42 FEET TO THE MORTHWESTERLY RIGHT OF YAY LINE OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD; THENCE MORTHEASTERLY ALONG SAID NOPTHWESTERLY RIGHT OF WAY LINE (BEING A CURVE CONVEX SOUTHEASTERLY HAVING A RADIUS OF 441.70 FEET) TO THE INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 33 FEET OF THE WEST 1/2 AFORESAID AND PASSING THROUGH THE MOST NORTHERY ? SOUTHEAST CORNER OF AN EXISTING BRICK BUILDING, SAID CORNER BEING 19.40 FEET WEST OF SAID WEST LINE (AS MEASURED ON SAID RIGHT ANGLE LINE); THENCE WEST ON SAID RIGHT ANGLE LINE, 19.40 FEET TO SAID MOST NORTHERLY SOUTHEAST CORNER OF SAID BRICK BUILDING THENCE SOUTHWESTERLY ALONG THE SOUTHEAST FACE OF SAID BRICK BUILDING 71.55 FEET TO THE MOST EASTERLY SOUTH CORNER OF SAID BRICK BUILDING (SAID SOUTH CORNER BEING 5 . 23 FEET WEST OF THE CENTER LINE OF THE EXISTING CHICAGO AND ILLINOIS WESTERN RAILROAD TRACK); THENCE WEST ALONG THE SOUTH FACE OF SAID BRICK BUILDING, 73.65 FEET TO A SOUTH CORNER OF SAID BRICK BUILDING; THENCE NORTH ALONG THE MOST EASTERLY WEST FACE OF JOID BRICK BUILDING 141,30 FEET TO THE MOST NORTHERLY SOUTH FACE OF SAID BRICK BUILDING, THENCE WEST ALONG SAID MOST -lart's Orrica NORTHERLY SOUTH FACE, 158.30 FEET THENCE SOUTH 66.30 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. Nos.: 16-36-100-035

16-36-100-043 16-36-100-049

Common

Address: 3247 South Kedzie Avenue

Chicago, Illinois 60623

200