**RECORDATION REQUESTED BY:** 

LASALLE BANK 4733 MAIN STREET LISLE, \$1, 60532

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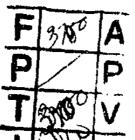
WHEN RECORDED MAIL TO:

LASALLE BANK 4733 MAIN STREET LISLE, IL 60532

SEND TAX NOTICES TO:

LASALLE BANK 4733 MAIN STREET LISLE, IL 60532





DEPT-01 RECORDING

\$37,00

- 145555 TRAN 3738 12/18/95 16:08:00
- \$9308 \$ BJ #~95~879060
- COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

Nichael L Wenstrup 8303 W Higgins (hicego, iL

#### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED DECEMBER 11. 1995, between American National Bank and Trust Company of Chicago, whose address is 33 North LaSaile Street, Chicago, IL 60690 (referred to below as "Grantor"); and LASALLE BANK, whose address is 4733 MAIN STREET, LISLE, IL 60832 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and convey (vi) Lender all of Grantor's right, title, and interest in and to the Renta from the following described Property located in Cook County, State of Illinoia:

See attached Exhibit "A".

The Real Property or its address is commonly known as 1717 W 123rd, 1719 W. 123rd, and 12300-06 S. Page, Calumet Park, IL. 60690.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lander, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means American National Bank and Trust Company of Chicago, Trustee under that certain Trust Agreement dated August 23, 1985 and known as American National Bank Trust #65352.

Indebtadness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Granius or exponses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities,

(Continued

plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, ilquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means LASALLE BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated December 11, 1995, in the original principal amount of \$410,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8,680%.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Cocuments" mean and include without limitation all promissory notes, credit agreements, lian agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Fients" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Flents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Lendar all amounts secured by this Assignment as they become due, and small strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptor proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT 10 THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenanta. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons ilable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all taxes, assessments and water utilities, and the premiums on fire and other insurance affected by Lender on the Property.

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# **UNOFFICIAL COPY**

ASSIGNMENT OF RENTS

(Continued)

12-11-1995 Loan No

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF PLENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to each costs and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness secured by this Assignment. And shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the cass may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or If any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either. (i) the term of any applicable insurance policy or. (ii) the termaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Evant of Default") under this Assignment:

Default on indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within lifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

False Statements: Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Other Defaults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against

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Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency agency agency against any of the Property. However, this subsection shall not apply in the event of a good faith agency ag

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes to permit the undertakent of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability indebtedness or any Guarantor dies or disputes the validity of, or liability indebtedness o

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

RIGHTS AND REMEDITS ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter. Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be remedies provided by law.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amorant past due and unpaid, and apply the net proceeds, over and above collect the Rents, including amorant past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebteories. In lumberance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Scotion, above. If the Rents are collected by Lender, then Grantor for in the Lender's Right to Collect Scotion, above. If the Rents are collected by Lender, then Grantor in the Lender's Right to Collect Scotion, above. If the Rents are collected by Lender, then payments are irrevocably designates Lender as Grantor as attorney-in-lact to endorse instruments received in payments are thereof in the riame of Grantor and to negociate the same and collect the proceeds. Payments by tenants of thereof in the riame of Grantor and to negociate the same and collect the proceeds. Payments are thereof in the riame of Grantor and to negociate the same and collect the proceeds. Payments by tenants of the riame of Grantor and to negociate the same and collect the proceeds. Payments by tenants of the riame of Grantor and to negociate the same and collect the proceeds. Payments by tenants of the riame of Grantor and to negociate the same and collect the proceeds. Payments by tenants of the riame of Grantor and to negociate the same and collect the proceeds. Payments are collected by Lender's Administration of the riame of Grantor and to negociate the same and collect the proceeds. Payments are collected by Lender's Administration of the riame of Grantor and to negociate the same and collect the proceeds. Payments are collected by Lender's Administration of the riame of Grantor and to negociate the same and collect the proceeds. Payments are collected by Lender's Administration of the riame of Grantor and the right and the riame of the riame of Grantor and the right and the r

Mortgagee in Possession. Lender shall have the right to be placed as mortgages in possession or to have a mortgagee in Possession. Lender shall have the right to be placed as mortgages in possession of all or any part of the Property, with the power to protect and preserve receiver appointed to take possession of all or any part of the Property, with the power to protect and property receiver or sale, and to collect the Pents from the Property the Property to operate the Property preceding foreclusure or sale, and to collect the Pents Indebtedness. The and apply the proceeds, over and above the cost of the receivership, against the Lender's right to the and apply the proceeds, over and above the cost of the receivership law. Lender's right to the mortgagee in possession or receiver may serve without hand if permitted by law. Property exceeds the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds appointment of a receiver shall exist whether or not the apparent value of the Property exceeds in Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand shall not exclude pursuit of any other or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an Aligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce flav of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable as attorneys tees at trial and on any appeal. Whether or not any court action is involved, all reasonable as attorneys by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest by Lender that in Lender's opinion are necessary at any time for the Note. Expenses covered by this enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without ilimitation, however subject to any ilimitation applicable law, Lender's attorneys fees for bankruptcy paragraph include, without ilimitation, however subject to any ilimitation attorneys fees for bankruptcy paragraph include, without ilimitation, however subject to any ilimitation stay or injunction), appeals and any proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any interest proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any proceedings (including efforts to modify or vacate any automatic stay or injunction). Appeals and any proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any proceedings (including efforts to modify or vacate any automatic stay or injunction). Appeals and any or injunction, appeals and any or injunction in the terms of the insurance, to the terms of the insurance, to the terms of the insu

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of parties abought to be this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of

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### UNOFFICIAL COPY

12-11-1995 Loan No.

### ASSIGNMENT OF RENTS

(Continued)

(Hinois.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall represent the contraction of the con

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, right deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbasishes or extension without releasing Grantor from the obligations of this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability

Time is of the Essence in the parformance of this Assignment.

Waiver of Homester Exemption. Grantor hereby roleases and waives all rights and benefits of the homestead exemption lave of the State of Illinois as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTCR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY OF DEP OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR ACCOURING ANY INTEREST IN OF TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS

Walvers and Consents. Lender shall so, be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such valver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY This Assignment is executed by Grantor, for personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and located in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability. If any, being expressly waived by Lender and my every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this quarantor.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ACKNOWLEDGES IT HAS READ ALL THE PROVISIONS OF THIS ASSIGNMENT AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTUR:

American National Bank and Trust Company of Chicago

Trust Officer

12-11-1995 Losn No

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### **CORPORATE ACKNOWLEDGMENT**

STATE OF	IL- Cook	)   88 )	"OFFICIAL SEAL" LIV. SCOTENSEL NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 06/27/96
and known to me to acknowledged the As Bylaws or by resolution	y sou ?, Trust Office be an authorized agent signment to be the free and of directors.	er of American National of the corporation that and voluntary act and did for the uses and purpor	e undersigned Natary Public, personally al Bank and Trust Company of Chicago, executed the Assignment of Rents and sed of the corporation, by authority of its ses therein mentioned, and on oath stated xecuted the Assignment on behalf of the
Notary Public in and My commission expir	Ox		· -
ASEA PRO, Reg. U.S. IL-G14 E3.20 F3.20 P3			es, Inc. All rights reserved.

### EXHIBIT A - LEGAL DESCRIPTION

PARCEL I.

That part of the West 1/2 of the West 1/2 of the Bast 1/2 of the Southeast 1/4 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the East line of Wood Street, 161.97 feet North of the South line of 124th Street extended Bast; thence Easterly parallel with the South line of 124th Street extended East a distance of 298.63 feet to the Bast line of the West 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 30; thence Northerly on the last described line 529.37 feet to a point on a line 15 feet South of and parallel with the center line of Grantor's West Fullman Lead Track; thence Westerly on the last described line 298.74 feet to a point on the Bost line of Wood Street: thence Southerly long the East line of Wood Street 528.49 feet to the point of beginning (excepting from the above described parcel the South 440.00 feet thereof) in Cook County, Illinois.

Permanent Index Number: 25-30-404-026

Volume:

PARCEL 2:

The West 90.00 feet of the following tract of land: That part of the East 1/2 of the Southeast 1/4 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of a line 336.57 feet North of and parallel with the South right of way line of 124th Street extended East with the East line of the West 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of said Section 30; thence North 00 degraes 00 minutes 45 seconds Bast on the last described line, a distance of 353.78 feet to a point on a line 15.00 feet South of and parallel with the centerline of Grantor's West Pullman Lead Track; thence South 89 degrees 53 minutes 03 seconds East on the last described line, a distance of 411.55 feet to a point on the Westerly right of way line of Interstate Route #57; thence South 00 degrees 02 minutes 20 seconds Bast on the last described line, a distance of 50.78 feet to a point on the Northwesterly right of way line of an easement for railroad right of way and railroad tracks (said Northwesterly right of way line being an arc of a circle convex to the Northwest and have a radius of 490.34 feet); thence Southwesterly on the arc of said circle a distance of 279.07 feet to a point on the line 336.57 feet North of and parallel with the South Light of way line of 124th Street extended East aforedescribed; thence North 89 degrees 54 minutes 23 seconds West on the last described line, a distance of 199.11 feet to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 25-30-404-019

037 Volume:

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#### PARCEL 3:

The East 90.00 feet of the West 180.00 feet of the following tract of land: That part of the East 1/2 of the Southeast 1/4 of Section 30, Township 37 North, Range 14 Bast of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of a line 336.57 feet North of and parallel with the South right of way line of 124th Street extended Bast with the Bast line of the Hest 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of said Section 30; thence North 00 degrees 00 minutes 45 seconds Last on the last described line, a distance of 353.78 feet to a point on a line 15.00 feet South of and parallel with the centerline of Grantor's West Pullman lead track; thenc: South 89 degrees 53 minutes 03 seconds East on the last described line, a distance of 411.55 feet to a point on the Westerly right of way line of the expressway for Interitate Route #57; thence South 00 degrees 02 minutes 20 seconds East on the last descriped line, a distance of 50.78 feet to a point on the Northwesterly right of way line ut an easement for railroad right of way and railroad tracks (said Northwesterly right of way line being an arc of a circle convex to the Northwest and having a radius of 490.37 (eet); thence Southwesterly on the arc of said circle a distance of 379.07 feet to a point on the line 336.57 feet North of an parallel with the South right of way line of 124th Street extended East aforedescribed; thence North 89 degrees 54 minutes 23 seconds West on the last described line, a distance of 199.11 feet to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 25-30-404-020 Volume: 0

PARCEL 4:

Non-exclusive Easement for ingress and egress in favor of Parcels 1, 2 and 3 as set forth in Declaration of Easement recorded as Document No. 26,725,457 over the following described property:

That part of the East 1/2 of the Southeast 1/4 of Section 30, Township 37 North, Range 14. East of the Third Principal Maridian bounded and described as folicks:

Beginning at the point of intersection of the East line of the West 1/2 of the West 1/2 of the Southeast 1/4 of said Section 30 with a line 15.00 feet South of and parallel with the centerline of Grantor's West Pullman Lead Track; thence South 89 degrees 53 minutes C3 seconds East on the last described parallel line, a distance of 411.55 feet to a point on the Westerly right of way line of the expressway for interstate Route #57; thence South 00 degrees 02 minutes 20 seconds East on the last described line, a distance of 40.00 feet to a point; thence North 89 degrees 53 minutes described line, a distance of 40.00 feet to a point; thence North 89 degrees 63 minutes distance of 411.59 feet to a point on the East line of the West 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of said Section 30; thence North 00 degrees 00 the East 1/2 of the Southeast 1/4 of said Section 30; thence North 00 degrees 00 minutes 45 seconds East on the last described line, a distance of 40.00 feet to the

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point of beginning, all in Cook County, Illinois.

PARCEL 5:

that part of the East 1/2 of the Southeast 1/4 of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of a line 338.57 feet North of and parallel with the South right of way line of 124th Street extended Bask with the Bast line of the West 1/2 of the East 1/3 o the Southeast 1/4 of said Section 30; thence North 00 degrees 00 minutes 45 seconds Past on the last described line, a distance of 353.78 feet to a point on a line 15.00 feet South of and parallel with the centerline of Grantor's West Pullman lead track; thence South 89 degrees 51 minutes 03 seconds East on the last described line, a distance of 411.55 feet to a point on the Westerly right of way line of the expressway for Interstice Route #57; thence South 00 degrees 02 minutes 20 seconds East on the last described line, a distance of 50.78 feet to a point on the Northwesterly right of way line of an easament for railroad right of way and railroad tracks (said Northwesterly right of way line being an arc of a circle convex to the Northwest and having a radius of 490 34 feet); thence Southwesterly on the arc of said circle a distance of 378.07 feet to expeint on the line 336.57 feet North of and parallel with the South right of way line of 124th Street extended Bast aforedescribed; thence North 89 degrees 54 migntes 23 seconds West on the last described line, a distance of 199:11 feet to the point of beginning (excepting from the above described tract of land the West 180.00 feet thereof);

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