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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment"), is made as of the 28th day of February, 1995, by EVERGREEN PLAZA ASSOCIATES LIMITED PARTNERSHIP an Illinois limited partnership ("Assignor"), with and in favor of LASALLE NATIONAL BANK, a national banking association ("Assignee").

RECITALS

A. Assignor has executed and delivered to Assignee a Mortgage Note of even date herewith (the "Note"), in the principal sum of THIRTY-EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$38,500.000). The Note is secured by a Mortgage (the "Mortgage") on certain improved land (the "Land") in Evergreen Park and Chicago, Illinois legally described on <u>EXHIBIT A</u> attached hereto and made a part hereof, and also by certain Loan Documents as defined and described in the Mortgage.

B. Assignee requires this Assignment (which is one of the Loan Documents) as further security for the obligations of Assignor under the Note, the Mortgage and the other Loan Documents (the "Obligations").

AGREEMENTS

NOW, THEREFORE, in order to secure the payment of the principal and interest on the Note and to secure the performance and observance by Assignor of the Obligations and each and every term, covenant, agreement and condition contained herein, in the Note and in the other Loan Documents, and in consideration of the agreement by Assignee to extend the loan to or for the benefit of the Assignor, Assignor does hereby, subject to Section 7 hereof, sell, assign, transfer and set over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in, to and under any and all leases (or extensions or renewals thereof) between the Assignor (or its predecessor) as lessor, and the lessee named in any of said leases (hereinafter called "Lessee"), now existing or hereafter arising, demising and leasing all or portions of the Land (said leases are hereinafter referred to individually and collectively as the "Leases"), together with all rents payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto Assignee, and

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together with all rights against guarantors, if any, of Lessee's obligations under the Leases.

- 1. Subject to the provisions of Section 7 hereof, Assignor does hereby empower Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as Assignor might have pursued but for this Assignment.
- Assignee as the date hereof (the "Rent Roll"), Assignor represents and warrants that it has delivered to Assignee true, correct and complete copies of all Leases now existing, that the Leases now existing are in full force and effect, that it has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of Assignor as lessor, or to the best of Assignor's knowledge on the part of the Lessees, in the performance on the part of either, of the terms, covenants, provisions or agreements in such Leases contained; that no rent has been paid by the Lessees for more than one installment in advance, and that the payment of none of the rents to accrue under the Leases have been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor; that no security deposit has been, or shall be made by Lessees under the Leases, except as disclosed in writing by Assignor to Assignee. Assignor also represents and warrants that the Rent Roll and all other information delivered by Assignor to Assignee with respect to the Leases on or before the date of funding of the Loan are true, correct and complete.

3. Assignor agrees:

- (a) that it shall not take or fail to take any action that would result in any merger of the interest of the lessor and lessee under any or the Leases;
- (b) that if the Leases provide for the abatement of cerit during repair of the demised premises by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Assignee;
- (c) not to terminate, or modify or amend any of the Leases or any of the terms thereof in any material respect, or grant any material concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of Assignee, which consent shall not be unreasonably withheld or delayed, and that any attempted termination, modification or amendment of the Leases without such written consent shall be null and void;

- (d) not to collect any of the rent, income or profits arising or accruing under the Leases more than one month in advance of the time when the same become due under the terms thereof, or grant a Lessee an option to purchase or a right of first refusal to purchase all or any part of the Land;
 - (e) not to discount any future accruing rents;
- (f) not to execute any other assignments of the Leases or any interest therein or any of the rents thereunder;
- (g) to perform all of Assignor's <u>material</u> covenants and agreements as lessor under the Leases, and to give prompt notices to Assignee of any notice of default on the part of Assignor with respect to the Leases received from the Lessee thereunder, and to jurnish Assignee with complete copies of said notices;
- (h) If so requested by Assignee, to enforce the Leases and all remedies available to Assignor against the Lessee, in case of default under the Leases by the Lessee;
- (i) that none of the rights or remedies of Assignee under the Mortgage shall be delayed or in any way prejudiced by this Assignment;
- (j) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the Land conveyed thereunder, the Leases and benefits nerchy assigned shall continue as additional security in accordance with the terms hereof;
- (k) not to alter, modify or change the terms of any guarantees of the Leases or cancel or terminate such guarantees without the price written consent of Assignee;
- (I) with respect to assignments or sublettings as to which Assignor's consent is required, not to consent to any assignments of the Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of Assignee; and
- (m) not to request, consent to, agree to or accept a subordination of the Leases to any mortgage or other encumbrance now or hereafter affecting the Land.

An action taken by Assignor in violation of the foregoing agreements shall be void ab initio.

Notwithstanding the foregoing, the provisions of Sections 3(b), (c), (e), (h), (k) and (l) shall not apply to a Lease that (i) provides for a term of five years or less and a market rental rate for comparable properties within the market area of the Land, (ii) has been negotiated at arm's length, (iii) is for less than the greater of 2,500 rentable

square feet for 1% of the total rentable square foot of the building in question, and (iv) does not contain a material modification to the form lease approved by Assignee, provided that at no time during the term of the Loan shall there be Leases in existence demising more than 60,000 rentable square feet in the aggregate as to which Assignor has taken or failed to take the actions prohibited or required under Sections 3(b), (c), (e), (h), (k) or (l).

- This Assignment is given as additional security for the payment of the Note held by Assignee, all other sums secured by the Mortgage and the performance and payment of the Obligations. The security of this Assignment is and shall be primary and on a parity with the Land conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the Land and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Mortgage or other Loan Documents, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.
- 5. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and tecome the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.
- In the exercise of the powers herein granted Assignee, no liability, 6. other than liability arising from Assignee's gross negligence or wirful misconduct, shall be asserted or enforced against Assignee, all such liability being neraby expressly waived and released by Assignor. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify, defend, protect and hold forever free and harmless the Assignee its affiliates, officers, directors shareholders, agents and employees, and their respective successors and assigns (each an "Indemnified Party"), of, from and against any and all liability, loss, cost, expense or damage which it may or might incur under the Leases or under or by reason of this Assignment and of, from anc against any and all claims, suits, judgments and demands whatsoever which may be asserted against any of them 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, cost, expense, damage, claim, suit, judgment and demand arising out of the gross negligence or willful misconduct of such Indemnified Party. Should an Indemnified Party incur any such liability, loss, cost, expense or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims, suits, judgments

or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees and expenses, shall be secured hereby, and Assignor shall reimburse such Indemnified Party therefor immediately upon demand

In case any action, suit or proceeding shall be brought against any Indemnified Party, such Indemnified Party shall notify the Assignor of the commencement thereof, and the Assignor shall be entitled, at its expense, acting through counsel reasonably acceptable to such Indemnified Party, to participate in, and to the extent that the Assignor desires to (but only if it has provided a written acknowled ment to such Indemnified Party with respect to such claim), assume and control the defense thereof; provided, however, that the Assignor shall not be entitled to assume and control the defense of any such action, suit or proceeding if and to the extent that (a) in it e reasonable opinion of such Indemnified Party, (i) the control of such action, suit or proceeding would involve the Assignor in a bona fide conflict of interest or (ii) such action, suit or proceeding involves a potential imposition of criminal liability or material civil liability (whether or not indemnified hereunder) on such Indemnified Party (b) such proceeding involves claims not fully Indemnified by the Assignor which the Assignor and such Indemnified Party have been unable to sever from the indemnified claim(s), (c) an Event of Default or an event which, with the passage of time the giving of notice, or noth, would contribute an Event of Default shall have occurred and be continuing, or (d) such action, suit or proceeding involves matters which extend beyond or are unrelated to this Assignment and if determined adversely could be materially detrimental to the interests of such Indemnified Party notwithstanding indemnification by the Assignor, in which case the Indemnified Party shall be entitled to assume and take control of the defense thereof at the Assignor's expense. The Indemnified Party may participate in a reasonable manner at its own expense and with its own counsel in any proceeding conducted by the Assignor in accordance with the foregoing.

7. Although it is the intention of the parties that this instrument shall be a present and absolute assignment, it is expressly understood and a greed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers herein conferred upon it until an Event of Default shall occur under the terms and provisions of this Assignment or of the Note, Mortgage or any other Loan Document. Upon the occurrence of an Event of Default, Assignee shall be entitled, upon notice to the Lessee, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction and full authority to the Lessee to pay all such amounts to Assignee without proof of the default relied upon. The Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of Lessee's undertakings under the Leases and shall have no right or duty to inquire as to whether any default under the Mortgage or the other Loan Documents has actually occurred or is then existing.

- 8. Each of the following shall constitute an Event of Default under this Assignment:
- (a) If an Event of Default shall be declared or occur under and as defined in any of the terms and provisions of any of the Note, Mortgage, any Loan Document or any document or instrument (other than this Assignment), evidencing or securing the indebtedness secured hereby.
- (b) If default shall be made in the due and punctual performance of any other form, covenant, provision, agreement, condition or obligation herein contained of a monetary nature, which is not also included in the Note, Mortgage, or any Loan Document or any document or instrument (other than this Assignment), evidencing or securing the indebtedness secured hereby, and such default shall continue for five days after service of written notice thereof.
- 9. This Assignment is intended to be supplementary to and not in substitution for or in derogaron of any assignment of rents to secure said indebtedness contained in the Mortgage or ir any other document.
- 10. This Assignment shall include any extensions and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions and renewals.
- 11. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee," and "Lessee," wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.
- 12. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.
- required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the third business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, (c) if telexed, telegraphed or telecopied, four hours after being dispatched by telex, telegram or telecopy, if such fourth hour falls on a business day within the hours of 9:00 a.m. through 5:00 p.m. of the time in effect at the place of receipt, or at 9:00 a.m. on the next business day thereafter if such fourth hour is later than 5:00 p.m., or (d) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

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In the case of Assignor, to.

Evergreen Plaza Associates Limited Partnership c/o TPG Financial, Inc. 101 West 11th Street **Suite 1110** Kansas City, Missouri 64105 Attention: Mr. Bruce A. Provo Fax: (816) 221-2130

with a copy to:

Dean F. Parker, Esq. Hinshaw & Culbertson 222 North LaSalle Street

atte 300
hicago, Illinois cax: (312) 704-30(1)
In the case of Assignee, to:
Salle National Bank
Auth LaSalle Street
Grania Gotons
Avid Patchin

Suite 3100 Chicago, Illinois 60602 Fax: (312) 372-2098

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

initially capitalized terms used herein and not otherwise defined 14 have the meanings given them in the Mortgage.

Except as otherwise set forth in this Section 15, the liability of 15. Assignor, the constituent partners of Assignor, and their respective officers, directors, partners, trustees, shareholders, affiliates, agents, attorneys and employees, and each of their respective successors and assigns, under this Assignment, the Mortgage and the other Loan Documents, other than the Environmental Indemnity Agreement, shall be limited to and satisfied from the Land and the proceeds thereof, the rents and profits and all other income arising therefrom, the other assets of Assignor arising out of the Land which are given as collateral for the Note, and any other collateral given in writing to Assignee as security for repayment of the Note (all of the foregoing collectively referred to as the "Loan Collateral"); provided, however, that nothing contained in this Section shall (a) preclude Assignee from foreclosing the lien of the Mortgage or from enforcing an rof its rights or remedies in law or in equity against Assignor except as stated in this Section, but there shall be no deficiency judgment other than pursuant to subsections (e) and (f) of this Section, (b) constitute a waiver of any obligation evidenced by the Note or secured by the Mortgage or any other Loan Documents, (c) limit the right of Assigned to name Assignor as a party defendant in any action brought under this Assignment, the Mortgage, the Note or any other Loan Documents, so long as there be no deficier cy judgment other than pursuant to subsections (e) and (f) of this Section, (d) prohibit Assignee from pursuing all of its rights and remedies against any third party guarantor or surely, whether or not such third party quarantor or surety is a partner of the Assignor, (e) limit the personal liability of Assignor or any general partner of the Assignor, for misappropriation or misapplication of funds (to the extent of the amount misappropriated or misplaced), fraud, waste that has a material. adverse effect on the Loan Collateral, willful misrop esentation or willful damage to the Land, or (f) preclude Assignee from recovering from the Indemnitor under that certain Environmental Indemnity Agreement of even date herewith. Failure to pay Taxes (as defined in the Mortgage) shall constitute "waste" under this Section after an Event of Default has occurred and shall terminate being "waste" under this Section if Assignee accepts in writing a cure of all outstanding Events of Default. Furthermore, failure to pay Taxes shall constitute "waste" under this Section only to the extent of such failure to pay Taxes and any penalties thereon. For purposes of this Section "m sapplication or misappropriation of funds" shall mean Assignor's use or application of any income from or related to the Land or Loan Collateral and proceeds relating to or of the Land or Loan, after an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under the Loan Documents, for purposes other than operating expenses, Taxes, insurance, reasonable reserves for capital replacements, capital expenditures consistent with past practices, and payments due under the Loan.

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IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the date first above written.

ASSIGNOR

Property of Cook County Clerk's Office **EVERGREEN PLAZA ASSOCIATES** LIMITED PARTNERSHIP, an Illinois

TPG Financial, Inc., a Missouri

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Missouri		
STATE OF IŁLINOIS)	
)	SS.
COUNTY OF COOK)	

1, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Bruce A. Provo, President of TPG Financial, Inc., a Missouri corporation ("Corporation"), sole general partner of EVERGREEN PLAZA ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, the free and voluntary act of said Corporation and as the free and voluntary act of said Partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of February, 1995.

My Commission Expires: PUBLIC DENTY STATE OF MISCOUR

This instrument was prepared and when recorded return to:

Terrence E. Budny Bell, Boyd & Lloyd Three First National Plaza **Suite 3100** Chicago, Illinois 60602

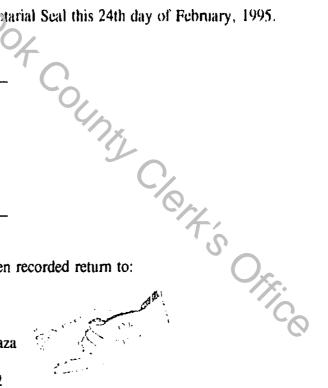


EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

Lot "A" (except the Northerly 10 feet thereof taken for the widening of 95th Street) in the consolidation of Arthur Rubfoff's Evergreen Plaza consisting of sundry parcels of land in the East 1/2 of the Northeast 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded February 25, 1963 as Document Number 187270 6 in Cook County, Illinois.

PARCEL 2:

Lot 6 (except the North 10 feet thereof) and Lots 7 and 8 in Frederick H. Bartlett's Beverly Highlands, being a Subdivision of the Northeast 1/4 of Section 12, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lot 5 and the North 10 feet of Lot 6 in Frederick 2: Bartlett's Beverly Highlands, being a Subdivision of the Northeast 1/4 of Section 12, Toy aship 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

The West 3 feet of Lot 16 and the West 3 feet of Lot 39 and all of Cots 17 to 38, in Block 7 of Brett and Power's Boulevard Subdivision of Blocks 7 and 8 of Barrett, Chambers and Thayer's Subdivision of the East 1/2 of the Southeast 1/4 of Section 1, Township 37 North, Range 13, East of the Third Principal Meridian, (except the South 4.0 feet of Lots 17 to 27, inclusive, and the South 4.0 feet of the West 3.0 feet of Lot 16 as condemned for public highway in Cace Number 67L9397), in Cook County, Illinois.

PARCEL 5:

Lots 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65 and 66 in Frederick H. Bartlett's Beverly Highlands Subdivision, being a Subdivision of the Northeast 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded October 7, 1919 as Document Number 6640692, in Cook County, Illinois.

PARCEL 6:

That part of Lot 1 lying North of a line 54 feet North of and parallel with the South line of Section 6 (excepting therefrom the East 33 feet thereof) and Lot 2 (except the East 33 feet thereof) and Lot 3 (except the East 33 feet thereof) in George A. Chambers' Subdivision of the West 1/2 of the Southwest 1/4 of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian; excepting from the above described tract the West 10 feet thereof as taken for the widening of Western Avenue, in Cook County, Illinois.

PARCEL 7:

The East 1/2 of Lets 39 and 40 (except the South 21 feet of Lot 40) in George A. Chambers Subdivision of the Vent 1/2 of the Southwest 1/4 of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

The West 1/2 of that part of Lot 39 which lies East of the West 33 feet of said Lot (except the North 16 feet 9 3/8 inches thereof, and except the East 16 feet and 6 inches thereof) and the West 1/2 of that part of Lot 40 which lies East of the West 33 feet of said Lot (except the East 16 feet and 6 inches thereof and except that part of said West 1/2 of Lot 40 lying South of a line 54 feet North of the South line of Section 6 as condemned for the widening of West 95th Street) all in George A. Chambers Subdivision of the West 1/2 of the Southwest 1/4 of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 8:

Lots 1 to 10, inclusive, in Block 3 in Highland Addition to Longword, being a Resubdivision of Calumet Highlands, a Subdivision of the Northwest 1/4 of the Northwest 2/4 of Section 7, Township 37 North. Range 14, East of the Third Principal Meridian (except that part of said Lots taken for widening West 95th Street), in Cook County, Illinois.

PARCEL 9:

Lots 1 and 2 (except that part lying North of a line 54 feet South of and parallel with the Porth line of Section which has been conveyed to City by Quit Claim Deed recorded as Document Number 10713951) in Block 4 in Highland Addition to Longwood, in the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 10:

Lots 5 to 18, inclusive, in Block 4 in Highland Addition to Longwood, being a Resubdivision of Calumet Highlands, a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian (except that part of said Lots 5 to 10, inclusive taken for the widening of West 95th Street and that part of said Lots 10 to 18, inclusive, taken for the widening of Western Avenue), in Cook County, Illinois.

PARCEL 11:

All that part of the vacated East and West 16 feet public alley lying South of and adjoining the South line of Lots 6 to 10, both inclusive, lying North of and adjoining the North line of Lot 11, lying East of and adjoining a line 10 feet East of and parallel with the original West line of said Lot 11 produced North 16 feet, and lying West of and adjoining the East line of said Lot 11 produced North 16 feet, at in Block 4 of Highland Addition to Longwood, being a Resubdivision of Calumet Highlands, a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 12:

Lots 27 to 34, inclusive and Lots 37 to 48, inclusive, (except that part of said Lots taken for widening of Western Avenue) in Block 5 in Highland Addition to Longwood, being a Resubdivision of Calumet Highlands, a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 13:

The West 2-1/2 acres of the North 5 acres of the South 15 acres of the East 1/2 of the Southeast 1/4 of Section 1, Township 37 North, Range 13 East of the Third Principal Meridian (excepting from said tract the West 33 feet thereof), and excepting from said tract the East 242 feet thereof), in Cook County, Illinois.

ALSO

Lots 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 33 (except the South 10 feet thereof) and Lot 34 (except the South 10 feet thereof) all in Block 8 in Brett and Power's Boulevard Subdivision of Blocks 7 and 8 of Barrett, Chambers and Thayer's Subdivision of the East 1/2 of the Southeast 1/4 of Section 1. Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 14:

Lots 23 through 28 (except that part of said lots taken for widening of Western Avenue) in Block 4, in Highland Addition to Longwood, being a Resubdivision of Calumet Highlands, a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 15:

Lots 9 to 13 both inclusive, in Frederick II. Bartlett's Beverly Highlands, being a Subdivision of the Northeast 1/4 of Section 12, Township 37 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded October 7, 1919 as Document Number 6640692, in Cook County, Alippis.

PARCEL 16:

Lots 25 and 26 (except that part of said Lots taken for the widening of Western Avenue) in Block 5 in Highland Addition to Longwood, being a Resubdivision of Calumet Highlands, being a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 17:

Lots 33 and 34 in Block 2 in O. Reuter and Company's Beverly Hills 4th Addition, being a Subdivision of the North 8.25 acres of the West 1/2 or the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Frincipal Meridian, in Cook County, Illinois.

PARCEL 18:

Lots 30 and 31, both inclusive, in Block 2 in O. Reuter and Company's Beverly Hills Fourth Addition, being a Subdivision of the North 8.25 acres of the West 1/2 of the Social west 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 19:

Lots 22, 23, 27, 28 and 29 in Block 2 in O. Reuter and Company's Beverly Hills Fourth Addition, being a Subdivision of the North 8.25 acres of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 20:

Lots 18, 19, 20, 21, 22, 23 and 24, both inclusive, and all that part of the North-South 15 foot public alley now vacated lying West of the West line of Lots 12 to 17, both inclusive, lying East of the East line of Lots 18 to 24, both inclusive, lying South of the North line of Lot 24 produced East to the center line of said alley and South of the North line of Lot 12 produced West to the center line of said alley; and lying North of a line drawn from the Southwest corner of Lot 17 to the Southeast corner of Lot 18 in Block 2 in John Jensen's and Sons' Beverly Highlands, being a Subdivision of the South 9.25 acres of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 21:

Lots 11 and 12 in Block 1 in O. Reuter and Company's Beverly Hill's 3rd Addition, being a Subdivision of the East 855 fee of the North 40 acres of the Southeast 1/4 of Section 12. Township 37 North, Range 13 East of the Third Principal Meridian (except the North 13) feet of the West 166 feet of the East 349 feet of the South East 1/4 of said Section), all in Cook County, Illinois.

PARCEL 22:

Lot 125 in Frederick H. Bartlen's Beverly Highlands, being a Subdivision in the Northeast 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 23:

Lot 72 in Frederick H. Bartlett's Beverly Highlands, being a Subdivision in the Northeast 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 24:

Lot 67 in Frederick H. Bartlett's Beverly Highlands, a Subdivision of the Northeast 1/4 of Section 12, Township 37 North, Range 13, East of the Third Principal Meridian, according to Plat recorded October 7, 1919 as Document Number 6640692, in Cook County, Illinois.

PARCEL 25:

Lots Nineteen and Twenty (19 & 20) in Block Four (4) in Highland Addition to Longwood, being a Resubdivision of Calumet Highlands, a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 26:

Lots 35 and 36 (except that part of said Lots taken for widening of Western Avenue in Block 5 in Highland Addition to Longwood, being a Resubdivision of Calumet Highlands, a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 27:

Lot 32 in Block 2 in O. Reuter and Company's Beverly Hills 4th Addition, being a Subdivision of the North 5.25 acres of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 7. Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 28:

Intentionally omitted.

PARCEL 29:

The 16 foot vacated public alley adjacent to and lying Westerly of Lots 5 through 13 inclusive and the 16 foot vacated public alley lying adjacent and Southerly of Lot 13 in Frederick H. Bartlett's Beverly Highlands, a Subdivision of part of the South 3/4 of the East 1/2 of the Northeast 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Addresses and Permanent Index Numbers of Real Estate

Parcels 1, 2, 3, 15 and 29:

Evergreen Plaza Shopping Center, Evergreen Park, Illinois.

9624 South Western Avenue, Evergreen Park, Illinois.

9730 South Western Avenue, Evergreen Park, Illinois. (Plaza Tower Office Building)

24-12-214-017	24-12-214-019
24-12-214-018	24-12-214-020
24-12-214-034	24-12-214-021
24-12-236-001	24-12-214-022
24-12-214-033	24-12-214-023

Parcel 4:

2424 West 95th Street, Evergreen Park, Illinois.

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24-01-407-001	24-01-407-011
24-01-407-002	24-01-407-046
24-01-407-003	24-01-407-047
24-01-407-004	24-01-407-048
24-01-407-009	24-01-407-051
24-01-407-010	24-01-407-053

Parcel 5:

9800-9858 South Western Avenue, Evergreen Park, Illinois. (Park Plaza)

24-12-229-035

24-12-229-036

Parcel 6:

9435 and 9449 South Western Avenue, Evergreen Park, Illinois.

25-06-317-015

25-06-317-014

Parcel 7:

2300-2314 West / 5th Street, Evergreen Park, Illinois.

25-06-318-006

25-06-318-021

25-06-318-024

Parcels 8 and 9:

2301-2323 West 95th Street, Evergreen Park, Illinois.

25-07-101-052	25-07-101-049 25-07-100-004
25-07-101-051	
25-07-101-050	25-07-17/0-005

Parcels 10 and 25:

2343-2351 West 95th Street, Evergreen Park, Illinois.

Clart's Office 9515-9525 South Western Avenue, Evergreen Park, Illinois.

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25-07-100-044	25-07-100-009
25-07-100-045	25-07-100-010
25-07-100-051	25-07-100-011
25-07-100-053	25-07-100-012
25-07-100-007	25-07-100-041
25-07-100-008	25-07-100-013

Parcel 11:

9513 South Western Avenue, Evergreen Park, Illinois.

25-07-100-052

Parcels 12 and 26:

9601-9623 South Western Avenue, Evergreen Park, Illinois. (Beverly Plaza)

9645 South Western Avenue, Evergreen Park, Illinois.

25-07-108-014 25-07-108-053 25-07-108-013 25-07-108-049

25-07-108-012

Parcel 13:

2500 West 94th Place, Evergreen Park, Illinois.

24-01-406-064 24-01-406-046 24-01-404-009 24-01-406-051

Parcel 14:

9549 South Western Avenue, Evergreen Park, Illinois.

25-07-100-054

Parcel 16:

9649 South Western Avenue, Evergreen Park, Illinois.

2344-2346 West 97th Street, Evergreen Park, Illinois.

25-07-108-0231

25-07-108-024

Parcels 17, 18, 19 and 27:

9701-9719 South Western Avenue, Evergreen Park, Illinois.

25-07-116-007 25-07-116-001 25-67-116-008 25-07-116-002 25-07-116-012 25-07-116-004 25-07-116-013 25-07-116-005 25-07-116-003 25-07-116-006

Parcel 20:

9843 South Western Avenue, Evergreen Park, Illinois.

25-07-116-041 25-07-116-037 25-07-116-042 25-07-116-038 25-07-116-043 25-07-116-039

25-07-116-040

Parcel 21:

PA Clork's Office 9932 South Western Avenue, Evergreen Park, Illinois.

24-12-408-024

24-12-408-025

Parcel 22:

Unimproved parcel in 9800 Block of South Artesian Avenue, Evergreen Park, Illinois.

24-12-228-014

Parcel 23:

9835 South Artesian Avenue, Evergreen Park, Illinois.

24-12-229-006

Parcel 24:

Parking for at 99th Street and South Artesian Avenue, Evergreen Park, Illinois. 24-12-229-011

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