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. COOK COUNTY RECORDER

ASSIGNMENT OF LEASES AND RENTS

FROM

LOCK UP/KEDZIE AVENUE VENTURE LIMITED PARTNERSHIP

TO

AMERICAN INTERNATIONAL LIFE ASSURANCE COMPANY OF NEW YORK

AND

AIG LIFE INSURANCE COMPANY

May 21, 1996

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AFTER RECORDING RETURN TO:
Deborah A. Payne
Commonwealth Land Title Insurance Company
30 N. LaSalle, Suite 1440
Chicago, IL 60602 96-06-0136

This instrument prepared by and
after recording return to:
Michael A. Gordon, Esq.
Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036



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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), dated May, 1996, by and between Lock Up/Kedzie Avenue Venture Limited Partnership, a limited partnership organized and existing under the laws of the State of Illinois (the "Assignor"), having an address at 550 Frontage Road, Suite 3805, Northfield, Illinois 60093, and American International Life Assurance Company of New York, a corporation organized and existing under the laws of the State of New York, and AIG Life Insurance Company, a corporation organized and existing under the laws of the State of Delaware, each having an address at One Chase Manhattan Plaza, 57th Floor, New York, New York 10005 (hereinafter collectively called the "Lender"),

WITNESSETH, THAT FOR AND IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Assignor, the Assignor hereby grants, transfers and assigns to the Lender, its successors and assigns, the entire lessor's interest in and to all leases, license agreements, tenancies and other use or occupancy agreements which cover any or all of those parcels of real property or the improvements thereon, situate and lying in Cook County, Illinois, which are described in Exhibit A attached hereto as a part hereof (hereinafter called the "Property") (being all of the same real property covered by the Mortgage and Security Agreement as hereinafter defined), now or hereafter existing, all extensions and renewals thereof, and all modifications, amendments and guaranties thereof (each of which is hereinafter called a "Lease"):

TOGETHER WITH any and all rents, income, receipts, revenues, royalties, issues, profits, and other payments, payable to Assignor pursuant to any Lease, including, without limitation, cash or securities deposited under any Lease to secure performance by the tenants of their obligations under the Leases (all of which are hereinafter called collectively the "Rents"),

FOR THE EXPRESS PURPOSE of securing the payment and performance of the following obligations:

(1) the payment in full of the principal of, interest (including prepayment premiums, if any) on, and any other indebtedness evidenced by, or accruing under the provisions of (a) a Promissory Note of even date herewith in the original principal amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) executed and delivered by the Assignor to the Lender (the "Promissory Note"), and (b) those certain promissory notes (the "Affiliate Notes") executed by the Affiliates (as such term is defined in the Mortgage, as hereinafter defined) in favor of the Lender securing the Affiliate Indebtedness (as such term

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is defined in the Mortgage) (the Promissory Note and the Affiliate Notes, together with any and all modifications, amendments, extensions or renewals thereof being hereinafter collectively called the "Note"), and secured by a Mortgage and Security Agreement of even date herewith from the Assignor to the Lender, covering the Property intended to be recorded in the Office of the Recorder of Cook County, Illinois (the "Mortgage"), which Mortgage secures an aggregate existing indebtedness in the amount of Six Million Seven Hundred Thousand Dollars (\$6,700,000);

(2) the payment in full of all other sums, and all interest accruing thereon, becoming due and payable to the Lender under the provisions of this Assignment, the Note, the Mortgage, the Affiliate Notes, and/or any other Security Documents (as defined in the Mortgage); and

(3) the performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, or in the provisions of the Note, the Mortgage, and/or any other Security Documents.

UPON THE TERMS which are hereinafter set forth:

Section 1. Assignor's Warranties and Representations. The Assignor hereby warrants and represents to the Lender that

1.1. the Assignor is the sole owner of the entire lessor's interest in each Lease;

1.2. each Lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever except as expressly set forth herein or otherwise hereafter approved in writing by the Lender;

1.3. except as set forth in the current rent roll, to the best of the Assignor's information, knowledge and belief, the lessee named therein is not in default in the performance of any of such lessee's obligations under any of the provisions thereof;

1.4. no rent reserved in any Lease has been assigned or anticipated; and

1.5. except as otherwise hereafter approved in writing by the Lender, no rent for any period after the date of this Assignment has been collected in advance of the time when it became due under the terms of any Lease, except (a) for the payment of any security deposit under such Lease (provided, that no such security deposit shall be in an amount exceeding two (2) months' rent payable under such Lease), and (b) as to amounts not exceeding ten percent (10%) of aggregate monthly Rents which may have been paid more than sixty (60) days in advance.

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Section 2. Assignor's Covenants. The Assignor hereby covenants with the Lender:

2.1. to observe and perform all of the obligations imposed upon the lessor under each Lease, and not to do or permit to be done anything to impair the security thereof;

2.2. except as otherwise permitted in accordance with the provisions of Section 1.5, above, not to collect any of the Rents more than one (1) month in advance of the date on which they become due, without obtaining the Lender's prior written consent;

2.3. not to execute any other assignment of the lessor's interest in any Lease, or any other assignment of rents arising or accruing from any Lease or from the Property, unless such assignment is given as additional security for a loan consented to in writing by the Lender;

2.4. not to subordinate any Lease to any deed of trust, mortgage or other encumbrance or lien, and not to consent or agree to any such subordination;

2.5. except in the ordinary course of business following a default thereunder, not to distraint or commence an action of ejectment or any summary proceedings for dispossession of any lessee under any Lease without obtaining the Lender's prior written consent thereto;

2.6. except in the ordinary course of business, not to alter the terms of any Lease or give any consent or exercise any option required or permitted by such terms without obtaining the Lender's prior written consent thereto;

2.7. except in the ordinary course of business following a default thereunder, without obtaining the Lender's prior written consent, not to cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect a merger of the estates and rights, or a termination or diminution of the obligations, of the lessee thereunder;

2.8. at the request of the Lender, to deliver to the Lender executed copies of any Lease entered into after the date hereof, and to transfer and assign each such Lease only in accordance with the provisions hereof;

2.9. except in the ordinary course of business, not to alter the terms of any guaranty of any Lease, or cancel or terminate such guaranty, without obtaining the Lender's prior written consent thereto;

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2.10. except in the ordinary course of business, not to consent, where such consent by the lessor thereunder is a condition thereto or is otherwise required in connection therewith, to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without obtaining the Lender's prior written consent thereto;

2.11. perform and observe all requirements of any governmental authority having jurisdiction over the Property relating to the Leases;

2.12. deposit all security deposits received under any Lease into an account satisfying all requirements of such governmental authority; and

2.13. promptly to execute and deliver to the Lender, at the Lender's request, all further assignments of Leases and such other and further assurances hereof as the Lender may from time to time require.

Section 3. License to Collect Rents. So long as the Assignor is not in default under this Assignment or under the Note, the Mortgage, any other Security Document, or any Lease, the Assignor shall have a license, terminable by the Lender upon the occurrence of any such default, to collect the Rents on or after, but not before, the respective dates set forth in the Leases on which the Rents become due (except as otherwise provided in Section 1.5, above), and to hold the Rents as a trust fund for the uses and purposes more particularly described in Section 10 of the Mortgage. Upon the occurrence of such default, the license granted to the Assignor shall be automatically and immediately revoked without notice to the Assignor. Upon the revocation of such license, the Lender shall notify all tenants under the Leases that the Lender will thereafter collect all Rents directly and not through the Assignor.

Section 4. Lender's Rights on Default. Upon a default in the Assignor's performance of any of its obligations hereunder or upon any default under the provisions of the Note, the Mortgage, or any other Security Document, the Lender may, without in any way waiving such default, at its option and without regard to the adequacy of the security for the principal sum (prepayment premiums, if any), interest and other amounts evidenced by the Note or secured hereby or by the Mortgage:

4.1. either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, terminate the license granted to the Assignor hereunder and take possession of the premises described in any or all of the Leases and/or the Property, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender deems proper; and

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4.2. either with or without taking possession of such premises or the Property, in its own name, demand, sue for or otherwise collect and receive all Rents (including those past due and unpaid) with full power to make from time to time all alterations, renovations, repairs or replacements to the Property or thereof as may seem proper to the Lender; and

4.3. apply such Rents to:

4.3.1. the fees and/or wages of a managing agent and such other employees as the Lender may deem necessary or desirable in connection therewith, and all expenses of operating and maintaining the Property [including, by way of example rather than of limitation, (a) all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, (b) all premiums for any insurance which the Lender deems necessary or desirable in connection therewith, (c) all costs of any alterations, renovations, repairs or replacements to such premises or the Property made by the Lender, and (d) all expenses incident to taking and retaining possession thereof];

4.3.2. the principal sums (prepayment premiums, if any), interest and all other amounts evidenced by, or accruing under, the provisions of the Note and secured hereby, or by the Mortgage; and

4.3.3. all costs and attorneys' fees incurred by the Lender in connection with any of the same, all in such order of priority as to any of the items mentioned in the provisions of this Section as the Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

4.4. The Lender's exercise of the option granted to it by the provisions of this Section, collection of the Rents, and application thereof as herein permitted shall not be considered a waiver by the Lender of any default under the provisions of the Note, the Mortgage, any other Security Document, any Lease or this Assignment.

Assignor hereby knowingly, intelligently and voluntarily waives all right to possession of the Property from and after the date of occurrence of an Event of Default which is continuing pursuant to the terms of the Mortgage, upon demand for possession by the Lender, and Assignor agrees not to assert any objection or defense to the Lender's request or petition to a court for possession.

Section 5. Indemnification. The Lender shall not be liable for any loss sustained by the Assignor because of any failure by the Lender to let such premises after any such default or any other act or omission of the Lender in managing such premises after any such default, unless such loss is caused by the

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Lender's gross negligence or willful misconduct and bad faith. Until such time as the Lender takes actual possession or control of any such premises or the Property and to the extent provided by law, this Assignment shall not operate to place upon the Lender any responsibility or liability for the control, care, management or repair of such premises or the Property, for performing any duty or obligation under the provisions of any Lease, for any waste committed on any such premises or the Property by any tenant or other person, for any dangerous or defective condition of any such premises or the Property, or for any negligence in the management, upkeep, repair or control thereof resulting in loss or injury or death to any tenant, licensee, employee or other person. The Assignor hereby agrees to indemnify the Lender for, and to hold the Lender harmless from, any and all liability, loss or damage which may be incurred under any Lease or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of its obligations under any Lease accruing before the date Lender shall have acquired actual possession and control of the Property. If the Lender incurs any such liability under any Lease or under or by reason of this Assignment or in defense of any such claim or demand, the amount thereof and of any and all attorneys' fees or other expenses incurred by the Lender in connection therewith shall be secured hereby and the Assignor shall reimburse the Lender therefor immediately upon demand and, upon the Assignor's failure to do so, the Lender may, at its option, declare all sums evidenced by the Note or secured hereby or by the Mortgage to be immediately due and payable.

Section 6. Termination of Assignment. Upon payment in full of such principal sum, interest (including prepayment fees, if any) and all other sums owed to the Lender under the provisions of the Note, the Mortgage, this Assignment or any other Security Document executed in connection therewith, this Assignment shall terminate and become of no further effect. The affidavit, certificate, letter or statement of any officer, agent or attorney of the Lender that any of such principal sum, interest (including prepayment premiums, if any) or other sums remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may, and is hereby authorized to, rely thereon. The Assignor hereby authorizes and directs the lessee under each present or future Lease and any other or future occupant of the premises described therein or in the Mortgage, upon receipt from the Lender of written notice that the Lender is then the holder of the Note and the Mortgage and that a default exists thereunder or under this Assignment, to pay over to the Lender all Rents arising or accruing under such Lease or from the Property and to continue so to do until otherwise notified in writing by the Lender.

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Section 7. Acceptance or Release of Other Security or Parties. The Lender may accept or release other security for the payment of the principal sum, interest (including prepayment premiums, if any) and other sums evidenced by the Note or secured hereby or by the Mortgage, release any party primarily or secondarily liable therefor, and apply any other security held by it to the satisfaction of such principal sum (prepayment premiums, if any), interest or other sums evidenced by the Note or secured hereby or by the Mortgage, without prejudice to any of its rights under the provisions of this Assignment.

Section 8. Notices. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided on the next business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or by Federal Express or other similar overnight delivery service, to the address of such party set forth hereinabove or to such other address in the United States of America as such party may designate from time to time by notice to the other.

Section 9. General.

9.1. Amendment. This Assignment may be amended or supplemented by and only by an instrument executed and delivered by each party hereto.

9.2. Waiver.

9.2.1. The Lender shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by the Lender in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

9.2.2. Without limiting the operation and effect of the provisions of paragraph 9.2.1 hereof, nothing in the provisions of this Assignment and no act done or omitted by the Lender pursuant to the powers and rights granted to it hereunder shall be deemed a waiver by the Lender of any of its rights and remedies under the provisions of the Note, the Mortgage or any other Security Document executed in connection therewith, and this Assignment is made and accepted without prejudice to any of such rights and remedies. The Lender's right to collect such principal sum, interest (including prepayment premiums, if any) and other sums evidenced by the Note or secured hereby or by the Mortgage, and to enforce any other security therefor held by it

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may be exercised by the Lender either prior to, simultaneously with or after any action taken by it hereunder.

9.3. Applicable Law. This Assignment shall be given effect and construed by application of the law of the State of Illinois.

9.4. Time of Essence. Time shall be of the essence of this Assignment.

9.5. Joint and Several. If the Assignor consists of more than one person, then all of the obligations, covenants, agreements, representations and warranties of the Assignor set forth herein shall be joint and several.

9.6. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

9.7. Definitions and Construction. As used herein,

9.7.1. except as otherwise defined herein, all capitalized terms contained in this Agreement, shall have the same meaning herein as set forth in the Mortgage; and

9.7.2. all references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any Section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph or subparagraph of this Assignment, and (d) to the "Assignor" shall be deemed to refer to each person hereinabove so named and its successors and permitted assigns hereunder.

9.8. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

9.9. Severability. No determination by any court, governmental body or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

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9.10. Conflicting Provisions. Without altering or impairing the operation and effect of the provisions of paragraph 9.2.2 hereof, if there is any conflict between the provisions of this Assignment and those of the Mortgage, the latter shall prevail.

9.11. Benefit and Burden. This Assignment, together with the covenants and warranties therein contained, shall inure to the benefit of the Lender and any subsequent holder or other owner of the Note and beneficiary under the Mortgage, and shall be binding upon the Assignor, its successors and permitted assigns, and any subsequent owner of any or all of the Property.

9.12. Recordation. If the Lender requires that this Assignment (or any supplement, modification or amendment thereof) be recorded, the cost of such recordation and of all taxes and charges incident thereto (including all costs incurred in recording any Lease of which this Assignment gives notice) shall be paid by Assignor.

Section 10. Limitation of Liability. Anything contained in any provision of this Assignment to the contrary notwithstanding, if any foreclosure proceeding is brought under the provisions of the Mortgage or otherwise to enforce such provisions or those of the Note, the Lender shall not be entitled to take any action to procure any money judgment in personam or any deficiency decree against the Assignor or any general partner of the Assignor, it being understood and agreed by the Lender's acceptance of the delivery of this Assignment that just recourse hereunder and under the Note shall be limited to the enforcement of the lien created by this Assignment and to the other collateral held by the Lender; provided, that nothing in the provisions of this Section shall be deemed to alter or impair the enforceability of the rights and remedies of the Lender or under any of such provisions, against the property covered by this Assignment, against any other property which may from time to time be given to the Lender as security for the performance of the Assignor's obligations hereunder or under the provisions of the Note, the Mortgage, or any other Security Document.

Notwithstanding the foregoing, the provisions of this Section 10 shall be null and void and of no force and effect and the Assignor and any general partner of the Assignor shall be fully liable for, and subject to, judgments and deficiency decrees arising from or to the extent of any loss suffered by the Lender as a result of (a) the Assignor misapplying any Awards or Casualty Proceeds (as defined in the Mortgage), (b) any act of fraud or breach of any representation or warranty of the Assignor or any general partner of the Assignor contained in this Note or any of the Security Documents (as defined in the Mortgage) or any other agreement, certificate or instrument delivered pursuant to or in connection therewith, (c) the Assignor collecting Rents in

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advance or failing to apply the Rents in the manner and for the purposes provided for herein and therein, (d) the Assignor misapplying any security deposits attributable to the property covered by the Mortgage, (e) except during any time that the Lender has taken possession of the property covered by the Mortgage, the gross revenues from such property when and as collected are sufficient to pay any portion of the indebtedness evidenced by the Note, operating and maintenance expenses, insurance premiums, deposits into a reserve for replacements, or other sums required by the Security Documents next due, and the Assignor fails to make such payments or deposits when due, (f) the Assignor failing to comply with the provisions of Section 1.3.12 of the Mortgage and any other provision thereof relating to hazardous wastes, or materials which pursuant to applicable laws require special handling in collection, storage, treatment or disposal, or (g) any diminution in value of the Property or other collateral or security for the Loan evidenced hereby, arising from the waste (either actual or permissive) of the Assignor. Further, nothing herein contained shall be deemed to limit, vary, modify or amend any obligation owed to the Lender under that certain Hazardous Materials Indemnity Agreement, of even date herewith, from the Assignor and its general partners in favor of the Lender, or any other indemnification agreement from the Assignor in favor of the Lender.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly signed, sealed and delivered as of the day and year first above written.

Lock Up/Kedzie Avenue Venture
Limited Partnership, a limited
partnership organized and existing
under the laws of the State of
Illinois

By: Lockup Development
Corporation, an Illinois
corporation
General Partner

By


Name: CHARLES F. SAMPLE
Title: VICE PRESIDENT

By: Kedzie Avenue Multi-Tenant
Warehouse Corp., an Illinois
corporation
General Partner

By


Name: Alfred G. McConnell
Title: President

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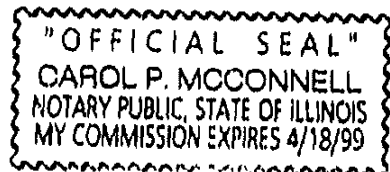
STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY, that on this 29th day of May, 1996, before me, the undersigned Notary Public of the State of Illinois, personally appeared Charles F. Sample, who acknowledged himself to be the Vice President of Lockup Development Corporation, a general partner of Lock Up/Kedzie Avenue Venture Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized act of said corporation.

AS WITNESS MY hand and Notarial Seal.

Carol P. McConnell
Notary Public

Commission Expires: 4/18/99



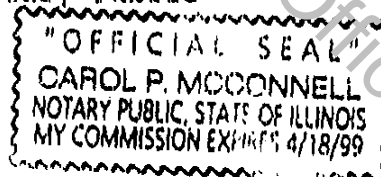
STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY, that on this 29th day of May, 1996, before me, the undersigned Notary Public of the State of Illinois, personally appeared Alfred G. McConnell who acknowledged himself to be the President of Kedzie Avenue Multi-Tenant Warehouse Corp., a general partner of Lock Up/Kedzie Avenue Venture Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized act of said corporation.

AS WITNESS MY hand and Notarial Seal.

Carol P. McConnell
Notary Public

Commission Expires: 4/18/99



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EXHIBIT A

Kedzie

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LEGAL DESCRIPTION

PARCEL 1:

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded as described as follows:

Beginning at the Point of Intersection of the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23 with the West line of North Kedzie Avenue; thence South along the West line of North Kedzie Avenue 150 feet; thence West parallel with the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, a distance of 400 feet; thence North parallel with said West line of North Kedzie Avenue, a distance of 150 feet to the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23; thence East along the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, a distance of 400 feet to the Point of Beginning;

PARCEL 2:

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Commencing at a Point of Intersection of the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, with the West line of North Kedzie Avenue, said Point of Commencement being also the Northeast corner of the land conveyed by the Chicago and North Western Railway Company to Preskill Lumber Company, by Quit Claim Deed dated February 13, 1946; thence West along the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23 a distance of 400 feet to the Northwest corner of the land so conveyed by said Deed on February 13, 1946, being also the Point of Beginning of the land herein to be conveyed; thence South parallel with the West line of North Kedzie Avenue and along the West line of the land so conveyed, by said Deed of February 13, 1946, a distance of 150 feet to the Southwest corner thereof; thence West parallel with the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, a distance of 142.86 feet; thence North parallel with the West line of North Kedzie Avenue, a distance of 150 feet to the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23; thence East along the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23; a distance of 142.86 feet to the Point of Beginning;

PARCEL 3:

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at a Point on the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section, 542.86 feet West of, as measured along the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence South along a line parallel with the West line of said Avenue, a distance of 150 feet, more or less, to a point 9.5 feet Northerly of, as measured radially from the center line of the Chicago and North Western Railway Company Spur Track I. C. C. Number 338, as now located and established; thence Westerly along a line parallel with the center line of said Spur Track, I. C. C. Number 338 to a point 9.5 feet Northerly of, as measured radially from the center line of Spur Track I. C. C. 270 of said Railway Company, as now located and established; thence continuing Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 827.86 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of said Avenue; thence Northwesterly along a line drawn at right angles to the center line of Spur Track

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I. C. C. Number 324 of said railway company, as now located and established to the North line of said quarter quarter Section; thence East along the North line of said quarter quarter Section to the Point of Beginning, except all that part of the above described property lying Northwesterly of a line drawn parallel with and distant 17 feet Southeastly of, as measured at right angles from the center line of the most Southeastly tract of two tracts of the Commonwealth Edison Company, as now located and established, said most Southeastly tract of 2 tracts being the prolongation of said Spur Tract, I. C. C. Number 324 of said railway company.

PARCEL 4:

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point 9.5 feet South of, as measured at right angles from the center line of Spur Track I. C. C. Number 338 of the Chicago and North Western Railway Company, as now located and established and 400 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence South along a line parallel with the West line of said Avenue, a distance of 175 feet, more or less, to a point 9.5 feet Northeastly of, as measured at right angles from the center line of Spur Track, I. C. C. Number 339 of said railway company, as now located and established; thence Northwestly along a line parallel with the center line of said Spur Track I. C. C. Number 339 to a point 9.5 feet Northeastly of, as measured radially from the center line of Spur Track I. C. C. Number 270 of said railway company, as now located and established; thence continuing Northwestly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 9.5 feet Southly of, as measured radially from the center line of Spur Track I. C. C. Number 330 of said railway company, as now located and established; thence Easterly along a line parallel with the center line of said Spur Track I. C. C. Number 338, a distance of 288 feet, more or less, to Point of Beginning, all in Cook County, Illinois.

PARCEL 5:

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at Point 9.5 feet Northeastly of, as measured at right angles from the centerline of Spur Track I. C. C. Number 339 of the Chicago and Northwestern Railway Company, as now located and established and 400 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence Northwestly along a line parallel with the center line of said Spur Tract I. C. C. Number 339 to a point 9.5 feet Northeastly of, as measured radially from the center line of Spur Tract I. C. C. Number 270 of said Railway Company, as now located and established; thence continuing Northwestly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 9.5 feet Southly of, as measured radially from the center line of Spur Tract I. C. C. Number 338 of said Railway Company, as now located and established; thence Easterly along a line parallel with the center line of said Spur Tract I. C. C. Number 338, a distance of 288 feet, more or less, to a point on a line 400 feet West of, as measured along a line parallel with the aforesaid North line of said quarter quarter Section, from the West line of North Kedzie Avenue; thence North along a line parallel with said West line of North Kedzie Avenue having an assumed bearing of North 0° East, a distance of 20 feet more or less to a point distance 150 feet Southly, as measured along a line parallel with and 400 feet Westerly of the West line of North Kedzie Avenue, from the North line of said Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23; thence West parallel with the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said

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Section 23, a distance of 142.86 feet; thence Northerly parallel with said West line of North Kedzie Avenue, a distance of 0.70 of a foot to a point 9.5 feet Northerly, as measured radially, from the center line of said Spur Track I. C. C. Number 338, as now located and established; thence Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 338 to a point 9.5 feet Northerly of, as measured radially from the center line of Spur Track I. C. C. 270 of said Railway Company, as now located and established; thence continuing Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 827.86 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of said Avenue; thence South $13^{\circ} 15' 05''$ East along a line drawn at right angles to the center line of Spur Track I. C. C. Number 324 of said Railway Company, as now located and established, a distance of 22.68 feet to a point on the Northerly line of the property as conveyed by Deeds from the Grantor, Chicago and Northwestern Transportation Company, a Delaware Corporation to the Grantor, Prairie Material Sales Incorporated, recorded November 17, 1977 as Document Numbers 24199385 and 24199384; thence Southeasterly along the arc of a curve convex to the Northeast, having a radius 775.36 feet and a chord bearing South $65^{\circ} 09' 24''$ East, a distance of 248.76 feet; thence South $55^{\circ} 57' 56''$ East, a distance of 56.00 feet; thence Southeasterly along the arc of a circle convex to the Southwest, tangent to the last described course, and having a radius of 512.753 feet, a distance of 30.08 feet; thence Southeasterly along the arc of a circle convex to the Northeast, having a radius of 908.52 feet and a bearing South $56^{\circ} 02' 16''$ East, a distance of 140.02 feet; thence South $62^{\circ} 46' 47''$ East, a distance of 11.07 feet to a point distant 400 feet Westerly, measured at right angles, from the West line of said North Kedzie Avenue; thence Northerly parallel with said West line of North Kedzie Avenue a distance of 22 feet, more or less, to the Point of Beginning in Cook County, Illinois.

PARCEL 6:

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

Commencing at a point on the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section, 542.86 feet West of, as measured along the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence South along a line parallel with the West line of said Avenue, a distance of 150 feet, more or less, to a point 9.5 feet Northerly of, as measured radially from the center line of the Chicago and Northwestern Railway Company Spur Track I. C. C. Number 338, as now located and established; thence Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 338 to a point 9.5 feet Northerly of, as measured radially from the center line of Spur Track I. C. C. 270 of said Railway Company, as now located and established; thence continuing Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 827.86 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of said Avenue; thence Northwesterly along a line drawn at right angles to the center line of Spur Track I. C. C. Number 324 of said Railway Company, as located and established per Plat of Survey by Chicago Land Survey Company dated November 9, 1987, now removed to a point 17 feet Southeasterly of and at right angles to said center line of Spur Track I. C. C. Number 324, hereinafter referred to as the Point of Beginning of the following described parcel of land; thence continuing North $13^{\circ} 15' 05''$ West along the last described course to a point in a line 10 feet Southeasterly of, as measured parallel with and at right angles to said center line of Spur Track I. C. C. Number 324; thence North $76^{\circ} 44' 55''$ East on said parallel line, a distance of 269.03 feet to the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23; thence South $89^{\circ} 51' 00''$ East along said North line, a distance of 30.20 feet to a point 542.86 feet West of, as measured along the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence South $76^{\circ} 44' 55''$ West, parallel with and 17 feet Southeasterly of as measured at right angles to aforesaid center line of Spur Track I. C. C. Number 324, a distance of 298.41 feet to the Point of Beginning in Cook County, Illinois.

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Being also described as follows:

Parcels 1 to 6 taken as a tract of land in that part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point of intersection of the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23 with the West line of North Kedzie Avenue; thence South 0° East on the West line of said North Kedzie Avenue, a distance of 150 feet; thence North 89° 51' 00" West, parallel with the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, a distance of 400.00 feet; thence South 0° East, parallel with the West line of said North Kedzie Avenue, a distance of 198.95 feet to the Northerly line of the property as conveyed by Deeds from the Grantor, Chicago and Northwestern Transportation Company, a Delaware Corporation to the Grantee, Prairie Material Sales Incorporated recorded November 17, 1977 as Document Numbers 24199385 and 24199384; thence Northwesterly on said Northerly line as conveyed the following 5 courses:

North 62° 46' 47" West, a distance of 11.07 feet to a point on a curve having a radius of 908.52 feet; thence Northwesterly on said curve, convex Northeasterly and having a chord bearing North 56° 02' 16" West, a distance of 140.02 feet to a point on a curve having a radius of 513.353 feet; thence Northwesterly on said curve having a radius of 513.353 feet, convex Southwesterly a distance of 30.08 feet to a point of tangency; thence North 55° 57' 56" West, a distance of 56.00 feet to a point on a curve having a radius of 775.36 feet; thence Northwesterly on said curve, convex Northeasterly having a chord bearing of North 65° 09' 24" West a distance of 248.76 feet; thence North 13° 15' 05" West on a line drawn at right angles to the center line of Spur Track I. C. C. Number 324, as located and established per Plat of Survey by Chicagoland Survey Company dated November 9, 1987, now removed, a distance of 54.48 feet to a point on a line 10 feet Southeasterly and parallel with said center line of Spur Track I. C. C. Number 324; thence North 76° 44' 55" East on said parallel line a distance of 269.03 feet to the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23; thence South 89° 51' 00" East on the North line of said quarter Section, a distance of 573.06 feet to the Point of Beginning, all in Cook County, Illinois.

Note: Parcel designations are for convenience of reference only and do not constitute an integral part of the legal description.

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