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ORCHARD PLACE RETAIL, L.L.C.
as Assignor

to

47.50
44.00

CAPITAL LEASE FUNDING, L.P.
as Assignee

ASSIGNMENT OF LEASES AND RENTS DEPT-01 RECORDING \$47.50
: Y#0014 TRAN 8609 09/23/96 14:36:00
: #9314 # JW *-96-725943
: COOK COUNTY RECORDER

Dated as of September 23, 1996

DEPT-10 PENALTY \$44.00

PREPARED BY AND
RECORD AND RETURN TO:

Cadwalader, Wickersham & Taft
100 Maiden Lane
New York, New York 10038
Attn: Michael J. Heneghan, Esq.

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ASSIGNMENT OF LEASES AND RENTS (herein, together with all modifications, supplements and amendments hereto, called this "Assignment"), dated as of September 23, 1996 made by ORCHARD PLACE RETAIL, L.L.C., an Illinois limited liability company, having an address at c/o HSS Real Estate, Inc., 35 West Wacker Drive, Suite 3240, Chicago, Illinois 60601 ("Assignor") to CAPITAL LEASE FUNDING, L.P., a Delaware limited partnership having an address at 85 John Street, 12th Floor, New York, New York 10038 ("Assignee").

WITNESSETH:

WHEREAS, (i) Assignor, as successor to original lessor, and Marshalls of Skokie IL, Inc. (the "Marshalls Lessee") have heretofore entered into a Lease Agreement, dated as of September 13, 1995 (herein, as it may from time to time be modified, supplemented or amended and together with all guarantees thereof, called the "Marshalls Lease") and (ii) Assignor, as successor to original lessor, and Skokie Linens N Things, Inc. (the "Linens Lessee") have heretofore entered into a Lease Agreement, dated as of August 30, 1995 (herein, as it may from time to time be modified, supplemented or amended and together with all guarantees thereof, called the "Linens Lease") (the Marshalls Lease and the Linens Lease are hereinafter individually referred to as a "Lease" and collectively referred to as the "Leases", and the Marshalls Lessee and the Linens Lessee are hereinafter individually referred to as a "Lessee" and collectively referred to as the "Lessees"), each covering a portion of the lands and premises more particularly described in Exhibit A and all buildings and other improvements now or hereafter located thereon (collectively, the "Premises"); and

WHEREAS, simultaneously with the execution and delivery of this Assignment, Assignee is making a mortgage loan to Assignor in the principal amount of \$23,118,048.86 (the "Loan") as evidenced by a Mortgage Note dated as of the date hereof by Assignor to Assignee (the "Note") and secured by a Mortgage, Security Agreement and Assignment of Leases and Rents of even date herewith by Assignor to Assignee, covering the Premises (the "Mortgage"); and

WHEREAS, Assignor has agreed to execute and deliver this Assignment for the purpose of securing the following (collectively, the "Obligations"): (i) the payment of the principal of, interest on, premium (if any) and all other amounts (including, without limitation, servicing fees and reserves) payable in respect of the Note, the Mortgage and any Other Security Document (as defined in the Mortgage) and (ii) the performance of the covenants and agreements contained herein and in the Note, the Mortgage and any Other Security Document;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor, as security for the Obligations, has assigned, transferred, conveyed and set over, and by these presents does hereby presently, unconditionally and irrevocably, assign, transfer, convey and set over to Assignee, all of Assignor's estate, right, title and interest in, to and under the Leases and the Lease Enhancement Policies (as defined in the

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Mortgage) (including, without limitation, all proceeds of such Lease Enhancement Policies and any unearned premiums on such policies), together with all rights, powers, privileges, options and other benefits of Assignor, as the lessor under the Leases, including, without limitation, the immediate and continuing right:

- (a) to make claim for, receive and collect (and to apply the same to the payment of the Obligations) all rents (including, all basic rent and additional rent), income, revenues, issues, profits, insurance proceeds, condemnation proceeds, moneys, security deposits, and damages payable or receivable under the Leases or pursuant to any of the provisions thereof, including, without limitation, all proceeds from the sale, cancellation, surrender or other disposition of the Leases;
- (b) to accept any offer by Lessee pursuant to either or both of the Leases to purchase the Premises or any part thereof, or any condemnation proceeds or insurance proceeds payable in connection with a loss or destruction thereof;
- (c) to make all waivers and agreements of any kind; and
- (d) to give all notices, consents, approvals, releases and other instruments.

2. This Assignment is executed as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor under the Leases, nor shall any of the obligations contained in the Leases be imposed upon Assignee. Upon the payment of the Obligations, this Assignment and all rights herein assigned to Assignee shall cease and terminate and all estate, right, title and interest of Assignor in and to the Leases shall revert to Assignor, and Assignee shall, at the request and at the expense of Assignor, deliver to Assignor an instrument in recordable form canceling this Assignment and reassigning the Leases without recourse, representation or warranty, to Assignor.

3. Assignor hereby presently, unconditionally and irrevocably designates Assignee to receive, and directs Lessees to pay to Assignee, all payments payable to or receivable by Assignor under the Leases (including, without limitation, all payments of basic rent, additional rent and other sums payable to the lessor under the Leases) and Assignor agrees to cause Lessees under the Leases to make such payments directly to Assignee as required hereunder in lieu of making such payments to Assignor; provided, however, that as long as no default shall have occurred and then be continuing under the Note, the Mortgage and the Other Security Documents, and all Obligations then owing shall have been paid in full, Assignor shall be permitted to cause Lessees under the Leases (i) to make a portion of such payments equal to \$178,000 initially, such amount to be adjusted thereafter in accordance with the payment schedule attached to the Note as Schedule A, directly to Assignee, and (ii) to pay the remainder of such payments to Assignor. Upon the occurrence of any default under the Note, the Mortgage and/or the Other Security Documents, and upon notice from Assignee, Assignor shall cause the Lessees under the Leases to make the entire amount of such payments directly to Assignee. Assignee shall have the right to apply such payments to the payment of the Obligations (including, without limitation, the Monthly Servicing Fee (as defined in the Note) and the amounts required to be reserved with Assignee under the Borrower Reserve

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Agreement entered into by Assignor for the benefit of Assignee on the date hereof (the "Reserve Agreement") as and when same shall become due, subject to the terms of the Reserve Agreement. Such payments may be held by Assignee in an interest-bearing account and any interest or other investment income accruing on such payments shall be the property of Assignee unless otherwise specified in the Reserve Agreement. Provided no default shall have occurred and then be continuing under the Note, the Mortgage or any Other Security Document, and all Obligations then owing shall have been paid in full, then (a) any portion of any payment of Annual Minimum Rent (as defined in the Leases ("Base Rent") actually received by Assignee which exceeds the amount of the Obligations which were owing shall be remitted to Assignor within three (3) business days of receipt of bankable funds by Assignee and (b) any percentage rent under the Leases actually received by Assignee for any particular period shall be remitted to Assignor within three (3) business days of receipt of bankable funds by Assignee. Assignor hereby designates Assignee to receive duplicate original copies of all notices, undertakings, demands, statements, offers, documents and other instruments and communications which Lessees are or may be required or permitted to give, make, deliver to or serve upon Assignor under the Leases. Assignor hereby directs Lessees to deliver to Assignee, at its address set forth below or at such other address as Assignee shall designate, duplicate original copies of all such notices, undertakings, demands, statements, documents and other communications and no delivery thereof by either or both of the Lessees shall be of any force or effect unless made to Assignee and Assignor.

4. Assignor represents and warrants to Assignee that (a) the Leases are in full force and effect and no default exists thereunder except that the Marshalls Lessee is in default under Section 7.01 of the Marshalls Lease which requires the Marshalls Lessee to open for business as a Marshalls on the Commencement Date; (b) Assignor is the sole owner of the entire lessor's interest in both Leases; (c) Assignor has delivered to Assignee a true, correct and complete copy of each of the Leases as amended to the date hereof; (d) Assignor has full power and authority to execute and deliver this Assignment; (e) Assignor has not executed any other assignment of the subject matter of this Assignment; (f) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (g) none of the Rents have been collected for more than one (1) month in advance; and (h) there exist no offsets or defenses to the payment of any portion of the Rents.

5. Assignor shall not take any action as the lessor under the Leases or otherwise which is inconsistent with this Assignment, or make any other assignment, designation or direction inconsistent therewith, and any assignment, designation or direction inconsistent therewith shall be void. Assignor shall, from time to time upon the request of Assignee, execute all instruments of further assurance and all such supplemental instruments with respect to the transactions contemplated hereby as Assignee may specify.

6. Assignor further agrees with Assignee that Assignor (a) shall observe and perform all material obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the value of the Leases as security for the Obligations; (b) shall promptly send copies to Assignee of all notices of default which Assignor shall send or receive thereunder; (c) shall enforce all of the terms, covenants and conditions contained in

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the Leases upon the part of the Lessees thereunder to be observed or performed, short of termination thereof; (d) shall not execute any other assignment of lessor's interest in the Leases, (e) shall not alter, modify or change the terms of the Leases without the prior consent of Assignee, or cancel or terminate the Leases or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the Premises or of any interest therein so as to effect a merger of the estates and rights of, or termination or diminution of the obligations of Lessees thereunder; (f) shall not alter, modify or change the terms of any guarantees of the Leases or cancel or terminate any such guarantees without the prior consent of Assignee; and (g) shall not consent to any assignment of or subletting under the Leases not in accordance with the terms of the Leases, without the prior consent of Assignee, which shall not be unreasonably withheld or delayed.

7. Upon or at any time after an Event of Default (as defined in the Mortgage), Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent or servicer, with or without bringing any action or proceeding, or by a receiver appointed by a court, enforce its interest in the Leases and Rents and take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of the Mortgaged 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 thereto or thereof as may seem proper to Assignee and may apply the Rents to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Mortgaged Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Debt, together with all costs and attorneys' fees. In addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee or the designee of Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Assignor or may require Assignor to vacate and surrender possession of the Mortgaged Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of this paragraph, Assignor grants to Assignee and the designee of Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Mortgaged Property. The exercise by Assignee of the option granted it in this paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note,

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the Mortgage, the Leases, this Assignment or the Other Security Documents (as defined in the Mortgage).

8. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Mortgaged Property after an Event of Default or from any other act or omission of Assignee in managing the Mortgaged Property after default unless such loss is caused by the willful misconduct and bad faith, or the gross negligence, of Assignee. 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 hereby agrees, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Mortgage and the Other Security Documents and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do Assignee may, at its option, declare all sums secured hereby, the Note, and the Mortgage and the Other Security Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Mortgaged Property by either or both of the Lessors or any other parties, or for any dangerous or defective condition of the Mortgaged Property, including without limitation the presence of any Hazardous Substances (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

9. Assignee may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

10. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage, or the Other Security Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Debt and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

11. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall

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be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

12. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein," the word "Assignee" shall mean "Assignee and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Mortgage," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest therein and the word "Debt" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Mortgage and all other sums due pursuant to the Note, the Mortgage, this Assignment and the Other Security Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

13. The failure of Assignor to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (i) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note or the Other Security Documents, (ii) the release regardless of consideration, of the whole or any part of the Mortgaged Property, or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage or the Other Security Documents. Assignee may resort for the payment of the Debt to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Debt, or any portion thereof or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

14. Assignor hereby consents to, covenants, represents and warrants to Assignee as follows:

(a) Lessees have consented to this Assignment, and Assignor shall utilize best efforts to cause Lessees to pay and deliver to Assignee all rentals and other sums assigned to Assignee pursuant to this Assignment in accordance with the terms and provisions of the Leases, without offset, deduction, defense, deferment or abatement. Assignor shall utilize best efforts to cause Lessees not to seek to recover from Assignee for any reason whatsoever any moneys paid to Assignee by virtue of

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this Assignment. All sums payable to Assignee pursuant to this Assignment shall be paid to Assignee in immediately available funds on the due date thereof to: Boatmen's First National Bank of Kansas City, ABA # 101000035, Credit Midland Loan Services, L.P., Credit Account # 010161053727, Ref: Loan No. 612, Orchard Place Retail, L.L.C., or at such other address and/or account as shall be designated by Assignee by written notice to Lessees. If either or both of the Lessees has not paid the Rents to Assignee by the fifth day of the month in which such Rents are due under the applicable Lease(s), Servicer shall provide Mortgagor with notice (the "Servicer Notice") in writing of such failure by such Lessee(s) to pay the Rents. Notwithstanding anything contained herein, in the Note, the Mortgage or in the Other Security Documents, Assignor shall not be in default with respect to such failure by either or both of the Lessees to so pay the Rents until the tenth day after receipt by Assignor of any applicable Servicer Notice. Assignor agrees that no payment made by Lessees shall be effective to discharge the obligations of Lessees under the Leases to make such payments or be of any other force or effect unless paid to Assignee. Assignor shall, simultaneously with receipt or delivery thereof, deliver to Assignee duplicate original copies of all notices, undertakings, demands, statements, offers, documents and other instruments or communications which it is or may be required or permitted to give, make, serve or deliver pursuant to the Leases or which it receives from either or both Lessees under the Leases.

(b) Assignor shall not enter into any agreement with Lessees amending, modifying, waiving any provision of, or terminating (except as provided in the Leases) the Leases, nor shall Assignor permit Lessees to sublease all or any part of the Premises (except as provided in the Leases), without the prior consent of Assignee and any such attempted assignment, amendment, modification, waiver, termination or subleasing without such consent shall be an Event of Default (as defined in the Mortgage). If the Leases shall be amended as herein permitted, the Leases as so amended shall continue to be subject to this Assignment without the necessity of any further act by any of the parties hereto or the applicable Lessees. Assignor shall cause Lessees to remain obligated under the Leases in accordance with their terms, and shall cause Lessees to not take any action to terminate (except as expressly permitted by the Leases), rescind or avoid the Leases, notwithstanding any action with respect to the Lessees which may be taken by any trustee or receiver of Assignor or of any assignee of Assignor or by any court in any bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or other proceeding affecting Assignor or any assignee of Assignor. Assignor shall cause Lessees to acknowledge and agree to be bound by the easement granted to Assignee and Servicer (as defined in the Mortgage) pursuant to Paragraph 23(b) of the Mortgage.

15. If any term or provision of this Assignment or any application hereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of such term or provision shall not be affected thereby.

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16. Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, referring to this Assignment, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by notice to the other party specify):

To Assignee:

Capital Lease Funding, L.P.
85 John Street, 12th Floor
New York, New York 10038
Attention: Paul McDowell, Esq.

with a copy concurrently to:

Cadwalader Wickersham & Taft
100 Maiden Lane
New York, New York 10038
Attention: John J. Busillo, Esq.

and with a copy concurrently to:

Midland Loan Services, L.P.
210 West Tenth Street
Kansas City, MO 64105
Attention: Alan Torgler

To Assignor:

Orchard Place Retail, L.L.C.
c/o HSS Real Estate, Inc.
35 West Wacker Drive
Suite 3240
Chicago, Illinois 60601
Attn: Mitchell Saywitz

with a copy concurrently to:

Katz Randall & Weinberg
Suite 1800
333 West Wacker Drive
Chicago, Illinois 60606
Attn: Peter Hess, Esq.

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered, (ii) if delivered by nationally recognized overnight courier

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delivery service, on the day following the day such material is sent, or (iii) if sent by certified mail, three (3) days after such notice has been sent by Assignor or Assignee.

17. This Assignment cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by the party against whom enforcement of such modification, change or discharge is sought.

18. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the Premises.

19. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

20. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

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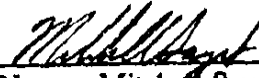
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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first above written.

ORCHARD PLACE RETAIL, L.L.C.,
an Illinois limited liability company

By: Orchard Place Retail, Inc.,
an Illinois corporation, its
managing member

By: 
Name: Mitchell Saywitz
Title: President

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STATE OF ILLINOIS

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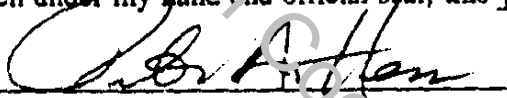
) ss.:

COUNTY OF COOK

)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mitchell Saywitz, President of Orchard Place Retail, Inc., managing member of Orchard Place Retail, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as President of said managing member of said L.L.C. as his own free and voluntary act and as the free and voluntary act of said managing member of said L.L.C. as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of September, 1996.



Notary Public

My Commission Expires: _____

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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN ORCHARD PLACE RESUBDIVISION, BEING A RESUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND PARKING OVER ALL COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 96718369 TO BE RECORDED AT OR PRIOR TO CLOSING.

PARCEL 3:

EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT FILED AS DOCUMENT NO. 24-59-484, AND RE-FILED AS DOCUMENT NO. 26-14-018.

PERIMETER DESCRIPTION OF PARCEL 1:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40.0 FEET SOUTH AND 328.15 FEET WEST OF AND PARALLEL TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 05 MINUTES 55 SECONDS WEST, 141.0 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS, EAST 156.14 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 55 SECONDS, WEST 269.08 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS, WEST 372.25 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 00 SECONDS, WEST 10.0 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS, WEST 12.0 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 00 SECONDS, EAST 301.77 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.46 FEET, A CHORD BEARING OF NORTH 19 DEGREES, 10 MINUTES, 44 SECONDS, WEST, AN ARC DISTANCE 33.84 FEET; THENCE NORTH 38 DEGREES, 23 MINUTES, 27 SECONDS, WEST, 53.82 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 72.12 FEET, A CHORD BEARING OF NORTH 19 DEGREES, 26 MINUTES,

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44 SECONDS, WEST, AN ARC DISTANCE OF 48.09 FEET TO A POINT 40 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 16, 288.35 FEET MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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