

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

ASSIGNMENT OF RENTS AND LEASES

79116

Prepared by and mail to:

Richard L. Ingram  
Shefsky Froelich & Devine Ltd.  
444 North Michigan Avenue  
Suite 2500  
Chicago, IL 60611

Property of Cook County Clerk's Office

98095463

BOX 333-011

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## ASSIGNMENT OF RENTS AND LEASES

(Old Orchard)

THIS ASSIGNMENT made this 31st day of January, 1996, by LASALLE NATIONAL TRUST, N.A., not personally but solely as successor Trustee, to ~~EXCHANGE NATIONAL BANK OF CHICAGO,~~ as Trustee under Trust Agreement dated August 30, 1976 and known as Trust No. 10-31607-09 ("Trustee") and OLD ORCHARD OFFICE COURT JOINT VENTURE, an Illinois joint venture and sole beneficiary of the foregoing Trust ("Old Orchard") (Old Orchard and Trustee are herein collectively called the "Assignor") to

Sun Life Assurance Company of Canada  
One Sun Life Executive Park  
Wellesley Hills, MA 02181  
Attn: Property Investment Department

(herein called the "Assignee").

WITNESSETH, That:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to (i) all of the rents, issues, profits and avails and other sums of every kind and nature (including but not limited to payments or contributions for taxes, operating expenses and the like) payable by tenants (or guarantors) under Leases, as hereinafter defined (all herein generally called "Rents"), of and from the Premises described in Exhibit A attached hereto and made a part hereof (herein called the "Premises"), (ii) all leases (herein generally called "Leases") now or hereafter existing on all or any part of the Premises including, but not limited to, that certain lease or leases of the Premises (herein generally called the "Existing Leases") more particularly described in Exhibit B attached hereto and made a part hereof, if any, and any and all guarantees of any of the obligations of the tenant under any or all of the Leases, (iii) rights and claims for damages against tenants arising out of defaults under Leases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) or replacement Section thereto of the Bankruptcy Code of the United States and (iv) the proceeds (herein called "Proceeds") payable upon exercise of any option including an option to terminate or an option to purchase contained in any Lease.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the Leases, in and to the Proceeds and possession of the Premises, including any and all of the Rents now due, or which may hereafter become due under and by virtue of any lease (including the Existing Leases) whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Premises, for the purpose of securing:

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- (a) Payment of the indebtedness evidenced by that certain note (herein called the "Note") in the principal Sum of \$2,250,000 and any extensions, modifications or renewals thereof, executed by Assignor, and dated January 31, 1996 payable to the order of Assignee, and secured by a Mortgage (herein generally called the "Mortgage") of the same date, to Assignee, as mortgagee, upon the Premises, which Mortgage and Note are held by or for the benefit of the Assignee.
- (b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in the Note and Mortgage contained.
- (c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note and Mortgage contained.

2. Assignor represents and agrees that (a) Assignor is lessor under the Existing Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) the Existing Leases are not in default; (c) Assignor is entitled to receive all of the Rents and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (e) the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interests, powers and/or authorities herein granted and conferred.

3. Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Premises including, without limitation, specific assignments of any Lease or agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect and not specifically defined herein as an Existing Lease, as may be necessary or desirable, in the opinion of Assignee, to constitute the same as an Existing Lease hereunder.

4. This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage, the Note or any other Loan Documents (as such term is defined in the Note).

5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authority are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under any Lease or other agreement with respect to the Premises.

6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee and shall not operate as an estoppel

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against Assignee in any respect, or be deemed to amend any provision hereof or any other Loan Documents.

8. The Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and Mortgage for which this Assignment of Rents and Leases is given as additional security.

9. It is understood that the assignment of the Leases and of the Rents of and from the Premises as effected hereby is an absolute assignment which is effective as at the date hereof and, upon demand by Assignee to the lessee under any Lease or to any person liable for any of the Rents of and from the Premises or any part thereof, such lessee or person liable for any of such Rents shall be, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay Rents in connection with the Premises.

10. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in the Note, Mortgage or other Loan Documents contained, Assignee shall not demand from lessees under said Leases or other persons liable therefor, any of the Rents hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such Rents from the Premises and the Leases and to retain and enjoy the same; provided that, notwithstanding the provisions of this Section 10, all lessees under said Leases and all other persons liable for Rents of and from the Premises shall comply with any demands for Rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without regard to whether or not the same are made in compliance with this Section 10.

11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Mortgage, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or Mortgage contained, and the expiration of any period of grace with respect to any such default as provided for herein or in the Note or Mortgage contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify Leases (including Existing Leases), fix or modify Rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all Rents including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of Assignee's rights hereunder or under the Note or Mortgage; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby and by the Mortgage; provided that (a) Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine and (b) the entering upon and taking possession of the Premises, the collection of Rents, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note or Mortgage.

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12. Any tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the Existing Leases) are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or Mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee; and: (a) the sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment of Rents and Leases and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises and (b) checks for all or any part of the Rents collected under this Assignment shall be drawn or made payable to the exclusive order of the Assignee.

13. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the lessee under any Lease or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger; and nothing herein or in the Mortgage contained, and no exercise by Assignee of any of the rights herein or in the Mortgage conferred shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof.

14. The Assignor hereby agrees to indemnify, defend and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases; and should the Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and by the Mortgage, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

15. The Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of the Existing Leases, and the Assignee assumes no responsibility or liability for any security so deposited.

16. Assignor will not with Assignee's prior written consent (a) modify, change, alter, supplement, amend, surrender or accept surrender of any of the Leases and any attempt at any of the foregoing shall be void; (b) execute any other assignment or pledge of the Rents from the Premises or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; (c) execute any Lease except for actual occupancy by the lessee thereunder; (d) permit any Leases to become subordinate to any lien other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; or (e) execute hereafter any Lease unless there shall be included therein a provision providing that lessee acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by landlord under such Lease unless such sums have

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actually been received in cash by Assignee as security for lessee's performance under such Lease, without Assignee's prior written consent. Upon written request of Assignor, Assignee will, for all new Leases entered into after the date of this Assignment, execute and deliver Assignee's standard form of Non-Disturbance, Subordination and Attornment Agreement for the benefit of such lessees.

17. Assignor has not, and will not, accept Rent in advance under any Lease (including Existing Leases) excepting only monthly rents for current months which may be paid in advance.

18. Assignor will (a) at Mortgagee's request, cause this Assignment to be served upon the lessee under each Lease; (b) at Assignor's sole cost and expense, cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises; (c) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in each Lease; (d) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (e) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Assignor, as lessor, and of the lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (f) furnish to Assignee, within ten (10) days after a request by Assignee to do so a written statement containing the names of all lessees of the Premises, or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; and (g) exercise within five (5) days of the demand therefor by Assignee, any right to request from the lessee under any Lease a certificate with respect to the status thereof.

19. Upon payment in full of all indebtedness secured hereby and upon the performance of the obligations to be performed under the other Loan Documents, this Assignment of Rents and Leases shall become and be void and of no effect.

20. This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, beneficiaries, successors and assigns and: (a) wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, beneficiaries, successors and assigns; (b) wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein, each of whom shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee; and (c) the term "Existing Leases" shall refer to the lease or leases described in Exhibit B if so attached hereto, whether one or more than one, if any.

21. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee; and the Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which

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will be applied to whatever portion of the indebtedness secured by this Assignment that Assignee may elect.

22. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the personal delivery thereof or electronics facsimile transmission thereof, or the passage of three days after the mailing thereof by registered or certified mail, return receipt requested, or upon the next business day after timely and proper deposit, charges paid, with any overnight carrier with respect to next day service, to the addresses initially specified in the introductory paragraph hereof, or to such other place or places as any party hereto may by notice in writing designate, shall constitute service of notice hereunder.

23. Nothing herein contained shall be deemed to imply the consent of Assignee to any Lease containing an option, right of first refusal or similar right to purchase all or any part of the Premises and no Lease shall contain or provide for such right, and no such right shall have any force or effect or be enforceable against the Premises or any part thereof, without the prior written consent of Assignee.

24. This Assignment of Rents and Leases is executed by Trustee solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either express or implied; all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Note, and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Trustee, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary.

25. Nothing herein contained shall be deemed to render the undersigned personally liable for the obligations set forth above, except to the extent such personal liability is set forth in the Note or other Loan Documents.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Rents and Leases as of the day, month and year first above written.

LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid

ATTEST:

Nancy A. Stack  
ASSISTANT SECRETARY

By: *Thomas J. Costello*  
ASSISTANT VICE PRESIDENT

OLD ORCHARD OFFICE COURT JOINT VENTURE,  
an Illinois joint venture

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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will be applied to whatever portion of the indebtedness secured by this Assignment that Assignee may elect.

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24. This Assignment of Rents and Leases is executed by Trustee solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either express or implied; all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Trustee, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary.

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LASALLE NATIONAL TRUST, N.A., not personally  
but solely as Trustee as aforesaid

ATTEST:

By: \_\_\_\_\_

OLD ORCHARD OFFICE COURT JOINT VENTURE,  
an Illinois joint venture

By:   
Its: Paul A. F.

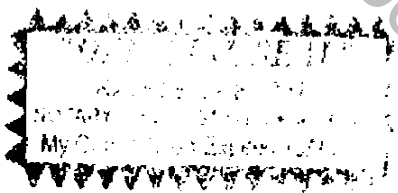


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STATE OF IL )  
 )  
COUNTY OF COOK ) SS

I, Kathleen E. Bye, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rosemary Collins, Assistant Vice President of LA SALLE NATIONAL TRUST, N. A. (herein called the "Assignor") and Nancy A. Stack, Assistant Secretary of said Assignor, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Assignor, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary, and there acknowledged that he, as custodian of the corporate seal of said Assignor, did affix the corporate seal of said Assignor to said instrument as his own free and voluntary act and as the free and voluntary act of said Assignor, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of January, A.D., 1996.



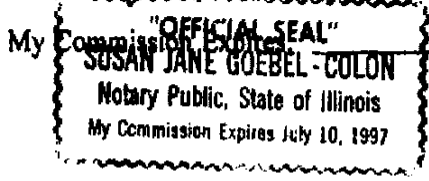
Kathleen E. Bye  
Notary Public  
My Commission Expires: 10/23/99

STATE OF Illinois )  
 )  
COUNTY OF DuPage ) SS

I, Susan Jane Goebel Colon, a Notary Public in and for the County in the State aforesaid, do hereby certify that Donald Joseph, the Partner of Old Orchard Office Court Joint Venture, an Illinois joint venture, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that as such Partner, he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said Orchard Office Court Joint Venture, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of January, 1996.

Susan Jane Goebel-Colon  
Notary Public



98096A53

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**THIS INSTRUMENT WAS PREPARED BY  
AND WHEN RECORDED RETURN TO:**

Richard L. Ingram, Esq.  
Shefsky Froelich & Devine Ltd.  
444 North Michigan Avenue  
Suite 2500  
Chicago, Illinois 60611

Property of Cook County Clerk's Office

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## JOINDER

The undersigned, being the owners in the aggregate of One Hundred Per Cent (100%) of the beneficial interest in, and being all of the beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Rents and Leases, hereby consent to and join in the foregoing Assignment of Rents and Leases, intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Premises described in the foregoing Assignment of Rents and Leases, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignors in said Assignment of Rents and Leases.

Nothing herein contained shall be deemed to render the undersigned personally liable for the obligations set forth above except to the extent such personal liability is set forth in the Note or other Loan Documents.

Richard D. Miller  
Richard D. Miller

The Investment Trust Under the Will of Richard S. Joseph

Lawrence K. Joseph  
Lawrence K. Joseph

By: Theodore S. Joseph, Co-Trustee

Donald R. Joseph  
Donald R. Joseph

By: Sally J. Mackler, Co-Trustee

Lawrence Sharken  
Lawrence Sharken

The Leonard Miller Discretionary Trust for Richard U/A/D 1/19/77; The Leonard Miller Family Trust for Richard U/A/D 1/19/77; The Leonard Miller Discretionary Trust for Diana U/A/D 1/19/77; and The Leonard Miller Family Trust for Diana U/A/D 1/19/77

Donald S. Kovar  
Donald S. Kovar

By: Richard D. Miller  
Richard D. Miller, Trustee of each of the aforesaid Trusts

Shauna Joseph  
Shauna Joseph

Thomas A. Joseph  
Thomas A. Joseph

96096463

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\_\_\_\_\_  
Richard D. Miller

The Investment Trust Under the Will of Richard S. Joseph

\_\_\_\_\_  
Lawrence K. Joseph

By: \_\_\_\_\_  
Theodore S. Joseph, Co-Trustee

\_\_\_\_\_  
Donald R. Joseph

By: \_\_\_\_\_  
Sally J. Mackler, Co-Trustee

\_\_\_\_\_  
Lawrence Sharken

The Leonard Miller Discretionary Trust for Richard U/A/D 1/19/77; The Leonard Miller Family Trust for Richard U/A/D 1/19/77; The Leonard Miller Discretionary Trust for Diana U/A/D 1/19/77; and The Leonard Miller Family Trust for Diana U/A/D 1/19/77

\_\_\_\_\_  
Donald S. Kovar

By: \_\_\_\_\_  
Richard D. Miller, Trustee of each of the aforesaid Trusts

\_\_\_\_\_  
Shauna Joseph

\_\_\_\_\_  
Thomas A. Joseph

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\_\_\_\_\_  
Richard D. Miller

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\_\_\_\_\_  
Lawrence K. Joseph

By: \_\_\_\_\_  
Theodore S. Joseph, Co-Trustee

  
\_\_\_\_\_  
Donald R. Joseph

By: \_\_\_\_\_  
Sally J. Mackler, Co-Trustee

\_\_\_\_\_  
Lawrence Sharken

The Leonard Miller Discretionary Trust for Richard U/A/D 1/19/77; The Leonard Miller Family Trust for Richard U/A/D 1/19/77; The Leonard Miller Discretionary Trust for Diana U/A/D 1/19/77; and The Leonard Miller Family Trust for Diana U/A/D 1/19/77

\_\_\_\_\_  
Donald S. Kovar

By: \_\_\_\_\_  
Richard D. Miller, Trustee of each of the aforesaid Trusts

\_\_\_\_\_  
Shauna Joseph

\_\_\_\_\_  
Thomas A. Joseph

# UNOFFICIAL COPY

## JOINDER

The undersigned, being the owners in the aggregate of One Hundred Per Cent (100%) of the beneficial interest in, and being all of the beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Rents and Leases, hereby consent to and join in the foregoing Assignment of Rents and Leases, intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Premises described in the foregoing Assignment of Rents and Leases, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignors in said Assignment of Rents and Leases.

Nothing herein contained shall be deemed to render the undersigned personally liable for the obligations set forth above, except to the extent such personal liability is set forth in the Note or other Loan Documents.

\_\_\_\_\_  
Richard D. Miller


The Investment Trust Under the Will of Richard S. Joseph

\_\_\_\_\_  
Lawrence K. Joseph

By: \_\_\_\_\_  
Theodore S. Joseph, Co-Trustee

\_\_\_\_\_  
Donald R. Joseph

By: \_\_\_\_\_  
Sally J. Mackler, Co-Trustee

  
\_\_\_\_\_  
Lawrence Sharken

The Leonard Miller Discretionary Trust for Richard U/A/D 1/19/77; The Leonard Miller Family Trust for Richard U/A/D 1/19/77; The Leonard Miller Discretionary Trust for Diana U/A/D 1/19/77; and The Leonard Miller Family Trust for Diana U/A/D 1/19/77

\_\_\_\_\_  
Donald S. Kovar

By: \_\_\_\_\_  
Richard D. Miller, Trustee of each of the aforesaid Trusts

\_\_\_\_\_  
Shauna Joseph

\_\_\_\_\_  
Thomas A. Joseph

# UNOFFICIAL COPY

## JOINDER

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Richard D. Miller

The Investment Trust Under the Will of Richard S. Joseph

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Lawrence K. Joseph

By: \_\_\_\_\_  
Theodore S. Joseph, Co-Trustee

\_\_\_\_\_  
Donald R. Joseph

By: \_\_\_\_\_  
Sally J. Mackler, Co-Trustee

\_\_\_\_\_  
Lawrence Sharken



\_\_\_\_\_  
Donald S. Kovar

The Leonard Miller Discretionary Trust for Richard U/A/D 1/19/77; The Leonard Miller Family Trust for Richard U/A/D 1/19/77; The Leonard Miller Discretionary Trust for Diana U/A/D 1/19/77; and The Leonard Miller Family Trust for Diana U/A/D 1/19/77

\_\_\_\_\_  
Shauna Joseph

By: \_\_\_\_\_  
Richard D. Miller, Trustee of each of the aforesaid Trusts

\_\_\_\_\_  
Thomas A. Joseph

# UNOFFICIAL COPY

## JOINDER

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\_\_\_\_\_  
Richard D. Miller

The Investment Trust Under the Will of Richard S. Joseph

\_\_\_\_\_  
Lawrence K. Joseph

By: \_\_\_\_\_  
Theodore S. Joseph, Co-Trustee

\_\_\_\_\_  
Donald R. Joseph

By: \_\_\_\_\_  
Sally J. Mackler, Co-Trustee

\_\_\_\_\_  
Lawrence Sharken

The Leonard Miller Discretionary Trust for Richard U/A/D 1/19/77; The Leonard Miller Family Trust for Richard U/A/D 1/19/77; The Leonard Miller Discretionary Trust for Diana U/A/D 1/19/77; and The Leonard Miller Family Trust for Diana U/A/D 1/19/77

\_\_\_\_\_  
Donald S. Kovar

\_\_\_\_\_  
*Shauna D. Joseph*  
Shauna Joseph

By: \_\_\_\_\_  
Richard D. Miller, Trustee of each of the aforesaid Trusts

\_\_\_\_\_  
Thomas A. Joseph

96095463





# UNOFFICIAL COPY

## JOINDER

The undersigned, being the owners in the aggregate of One Hundred Per Cent (100%) of the beneficial interest in, and being all of the beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Rents and Leases, hereby consent to and join in the foregoing Assignment of Rents and Leases, intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Premises described in the foregoing Assignment of Rents and Leases, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignors in said Assignment of Rents and Leases.

Nothing herein contained shall be deemed to render the undersigned personally liable for the obligations set forth above, except to the extent such personal liability is set forth in the Note or other Loan Documents.

\_\_\_\_\_  
Richard D. Miller

The Investment Trust Under the Will of Richard S. Joseph

\_\_\_\_\_  
Lawrence K. Joseph

By: Theodore S. Joseph, Co-Trustee  
Theodore S. Joseph, Co-Trustee

\_\_\_\_\_  
Donald R. Joseph

By: \_\_\_\_\_  
Sally L. Mackler, Co-Trustee

\_\_\_\_\_  
Lawrence Sharken

The Leonard Miller Discretionary Trust for Richard U/A/D 1/19/77; The Leonard Miller Family Trust for Richard U/A/D 1/19/77; The Leonard Miller Discretionary Trust for Diana U/A/D 1/19/77; and The Leonard Miller Family Trust for Diana U/A/D 1/19/77

\_\_\_\_\_  
Donald S. Kovar

By: \_\_\_\_\_  
Richard D. Miller, Trustee of each of the aforesaid Trusts

\_\_\_\_\_  
Shauna Joseph

\_\_\_\_\_  
Thomas A. Joseph



UNOFFICIAL COPY

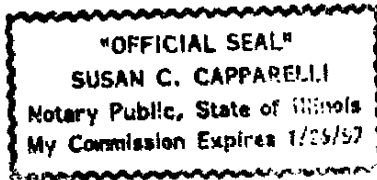
STATE OF Illinois  
COUNTY OF Cook SS

I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that Richard D. Miller, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of Jan, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:  
1-26-97



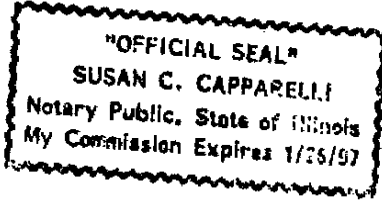
STATE OF Illinois  
COUNTY OF Cook SS

I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that Lawrence K. Joseph, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of Jan, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:  
1-26-97



96095463

UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Cook SS

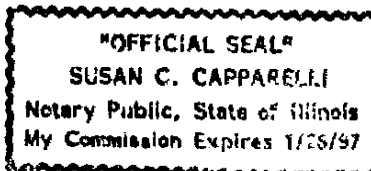
I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that **Donald R. Joseph**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of Jan, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:

1-26-97



STATE OF Illinois  
COUNTY OF Cook SS

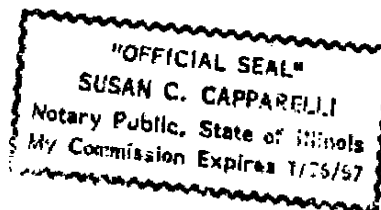
I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that **Lawrence Sharken**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of Jan, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:

1-26-97



UNOFFICIAL COPY

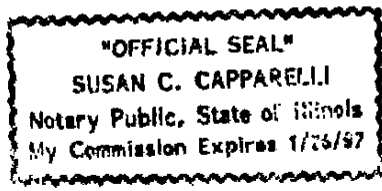
STATE OF Illinois SS  
COUNTY OF Cook

I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that Donald S. Kovar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of Jan, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:  
1-26-97



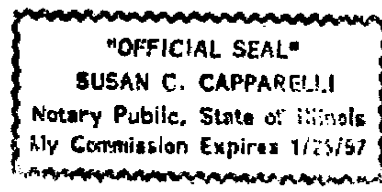
STATE OF Illinois SS  
COUNTY OF Cook

I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that Shauna Joseph, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of Jan, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:  
1-26-97



UNOFFICIAL COPY

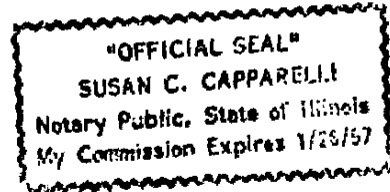
STATE OF Illinois  
COUNTY OF Cook ) SS

I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that **Thomas A. Joseph**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of January, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:  
1-26-97



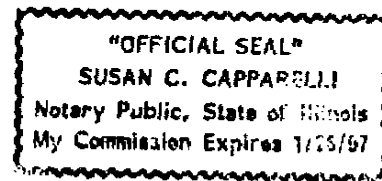
STATE OF Illinois  
COUNTY OF Cook ) SS

I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that **Theodore S. Joseph**, not personally, but as Co-Trustee of **The Investment Trust Under the Will of Richard S. Joseph**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of January, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:  
1-26-97



STATE OF \_\_\_\_\_ )

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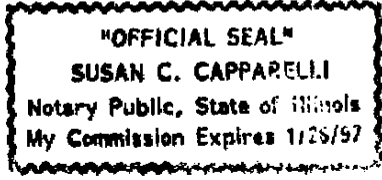
State of Illinois SS  
COUNTY OF Cook

I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that Sally J. Mackler, not personally, but as Co-Trustee of **The Investment Trust Under the Will of Richard S. Joseph**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of Jan, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:  
1-26-97



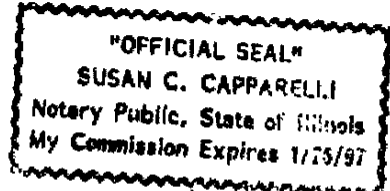
STATE OF Illinois SS  
COUNTY OF Cook

I, Susan Capparelli, a Notary Public in and for the County in the State aforesaid, do hereby certify that **Richard D. Miller**, not personally, but as Trustee of **The Leonard Miller Discretionary Trust for Richard U/A/D 1/19/77; The Leonard Miller Family Trust for Richard U/A/D 1/19/77; The Leonard Miller Discretionary Trust for Diana U/A/D 1/19/77; and The Leonard Miller Family Trust for Diana U/A/D 1/19/77**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of Jan, 1996.

Susan Capparelli  
Notary Public

My Commission Expires:  
1-26-97



96095463



# UNOFFICIAL COPY

## LEGAL DESCRIPTION

(Old Orchard)

### PARCEL 1:

A TRACT OF LAND SITUATED IN THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS INCLUDING A PORTION OF CERTAIN LOTS, ALLEYS AND STREETS INCLUDED IN A PLAT OF VACATION DATED MARCH 3, 1954 AND RECORDED JULY 12, 1955 AS DOCUMENT 16296348 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD WITH THE SOUTH LINE OF HARRISON STREET, THENCE EAST ALONG THE SOUTH LINE OF HARRISON STREET, A DISTANCE OF 245.17 FEET TO THE NORTH WEST CORNER OF LOT 18 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF RIGHT OF WAY OF CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD, THENCE SOUTH ALONG THE WEST LINE OF LOT 18 AFORESAID AND SAID WEST LINE EXTENDED A DISTANCE OF 124 FEET TO THE SOUTH LINE OF AN ALLEY; THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 100 FEET TO THE EAST LINE EXTENDED SOUTH OF LOT 15 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK ADDITION AFORESAID; THENCE NORTH ALONG THE EAST LINE EXTENDED OF SAID LOT 15 A DISTANCE OF 16 FEET TO THE SOUTH EAST CORNER OF SAID LOT 15, THENCE EAST ALONG THE NORTH LINE OF VACATED PART OF SAID ALLEY, A DISTANCE OF 8 FEET TO A POINT IN A LINE WHICH IS 408 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LARAMIE AVENUE, THENCE SOUTH ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF SAID VACATED COLFAX STREET, THENCE WEST ALONG THE SOUTH LINE OF SAID VACATED COLFAX STREET AND SAID SOUTH LINE EXTENDED WEST TO THE EAST LINE OF CHICAGO, NORTH SHORE AND MILWAUKEE RAILROAD, THENCE NORTH WESTERLY ALONG THE EAST LINE OF SAID RAILROAD, THENCE NORTH WESTERLY ALONG THE EAST LINE OF SAID RAILROAD TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE WEST 8 FEET OF LOT 14 AND ALL OF LOTS 15 AND 16 IN BLOCK 1 IN SKOKIE RAPID TRANSIT FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## PARCEL 3:

LOTS 17 AND 18 IN BLOCK 1 IN SKOKIE RAPID TRANSIT FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

THAT PART OF THE VACATED EAST-WEST 16 FOOT ALLEY LYING SOUTH OF LOTS 15 TO 18 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS A TRACT OF LAND SITUATED IN THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING A PORTION OF A CERTAIN VACATED ALLEY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD WITH THE SOUTH LINE OF HARRISON STREET, THENCE EAST ALONG THE SOUTH LINE OF HARRISON STREET, A DISTANCE OF 245.17 FEET TO THE NORTH WEST CORNER OF LOT 18 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF RIGHT OF WAY OF CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD, THENCE SOUTH ALONG THE WEST LINE OF LOT 18 AFORESAID, AND SAID WEST LINE EXTENDED SOUTH A DISTANCE OF 124 FEET TO THE SOUTH LINE OF AN ALLEY, FOR A POINT OF BEGINNING, THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 100 FEET TO THE EAST LINE EXTENDED SOUTH OF LOT 15 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION AFORESAID, THENCE NORTH ALONG THE EAST LINE EXTENDED OF SAID LOT 15, THENCE WEST ALONG THE SOUTH LINE OF LOTS 15, 16, 17 AND 18, A DISTANCE OF 100 FEET TO THE SOUTH WEST CORNER OF LOT 18, THENCE SOUTH A DISTANCE OF 16 FEET ALONG THE WEST LINE OF SAID LOT 18, EXTENDED SOUTH, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## PARCEL 5:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3, AND 4, AS CREATED BY EASEMENT AGREEMENT BETWEEN STANDARD RATE AND DATA SERVICE, INC., A CORPORATION OF ILLINOIS, AND FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 19, 1954 AND KNOWN AS TRUST NO. R-494, DATED DECEMBER 28, 1962 AND RECORDED JANUARY 30, 1963 AS DOCUMENT 18709083 OVER, THROUGH, ACROSS AND UPON A STRIP OF LAND 25 FEET WIDE ON THE WESTERLY BOUNDARY OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE VACATED ALLEY RUNNING EAST AND WEST THROUGH BLOCK 1 OF SKOKIE RAPID TRANSIT PARK FIRST ADDITION, NOW VACATED, SAID POINT BEING 33 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF SAID VACATED ALLEY AND THE EAST LINE OF LOT 16 OF BLOCK 1 OF SAID SKOKIE RAPID TRANSIT PARK FIRST ADDITION; THENCE EAST ALONG THE NORTH LINE OF SAID VACATED ALLEY 408 FEET TO THE INTERSECTION OF SAID NORTH LINE OF SAID VACATED ALLEY WITH THE EAST LINE OF VACATED NORTH LARAMIE AVENUE; THENCE SOUTH ALONG THE EAST LINE OF VACATED NORTH LARAMIE AVENUE 17 FEET TO THE INTERSECTION OF SAID EAST LINE OF NORTH LARAMIE AVENUE WITH THE NORTH LINE OF THE VACATED ALLEY RUNNING EAST AND WEST THROUGH BLOCK 2, IN THE RESUBDIVISION OF LOTS 11 TO 25, BOTH INCLUSIVE, IN BLOCK 2, AND LOTS 21 TO 43, BOTH INCLUSIVE, IN BLOCK 3, IN SKOKIE RAPID TRANSIT PARK, NOW VACATED IN PART; THENCE EAST ALONG THE NORTH LINE OF SAID VACATED ALLEY TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY LINE OF EDENS HIGHWAY; THENCE SOUTHERLY AND WESTERLY ALONG THE WESTERLY LINE OF EDENS HIGHWAY TO THE INTERSECTION OF THE WESTERLY LINE OF EDENS HIGHWAY WITH THE SOUTHERLY LINE OF VACATED COLFAX STREET, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF VACATED COLFAX STREET A DISTANCE OF 400 FEET TO A POINT, THENCE NORTHERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING. ALSO LOT 14, EXCEPT THE WEST 8 FEET THEREOF AND LOT 13, EXCEPT THE EAST 17 FEET THEREOF IN BLOCK 1 IN SAID SKOKIE RAPID TRANSIT PARK ADDITION; FOR THE PURPOSE OF CONSTRUCTION, MAINTAINING, REPAIRING AND REPLACING A ROADWAY AS A RIGHT OF WAY FOR PURPOSES OF INGRESS AND EGRESS OF FOOT AND VEHICULAR TRAFFIC SERVING BOTH THE DOMINANT AND SERVIENT ESTATES, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-09-305-046-0000  
10-09-305-048-0000  
10-09-305-050-0000  
10-09-305-051-0000  
10-09-305-052-0000  
10-09-305-053-0000  
10-09-305-054-0000  
10-09-305-055-0000

Common Address: 5225 Old Orchard Road  
Skokie, Illinois

96095467

UNOFFICIAL COPY

JAN-23-1996 15:09 FROM JOSEPH REAL ESTATE TO MARKS, MARKS P.02

1/23/96  
Job: J007

Property : OLD ORCHARD OFFICE BLDG

JACOBI DEVELOPMENT COMPANY

Rent Roll

12:51 PM

Page: 1

96095463

| Unit | Reference Number | Name                             | Monthly Rent | Square Feet | Rent Per Square Foot | Lease Starting Date | Lease Exp. Date | Project to Field |
|------|------------------|----------------------------------|--------------|-------------|----------------------|---------------------|-----------------|------------------|
| 5-1  |                  | CRYSTAL MANAGEMENT/RENT SERVICE  | 1,303.83     | 1079        | 17.20/sq ft          | 7/01/94             | 7/31/96         | 1,532.10         |
| 5-2  |                  | MID AMERICA TITLE COMPANY        | 1,228.12     | 1029        | 14.44/sq ft          | 6/01/95             | 1/01/96         | 1,557.48         |
| 5-3  |                  | VACANT                           | 0.00         | 996         | 1.89/sq ft           |                     |                 | 0.00             |
| 5-4  |                  | DIVERSIFIED RECREATION/STIM, INC | 2,249.70     | 1498        | 8.80/sq ft           | 12/01/94            | 11/30/97        | 1,432.48         |
| 5-6  |                  | TRJ CONSULTING GROUP LTD.        | 1,259.81     | 979         | 15.20/sq ft          | 1/31/91             | 11/30/97        | 1,223.75         |
| 5-7  |                  | MORTON RESEARCH, CTA             | 1,052.93     | 805         | 14.20/sq ft          | 1/01/91             | 10/31/98        | 787.00           |
| 5-8  |                  | WHEEL & ASSOC.                   | 1,304.47     | 1075        | 15.10/sq ft          | 2/01/88             | 11/30/96        | 1,285.52         |
| 5-9  |                  | SAVEDARD BUSINESS SYSTEMS        | 855.40       | 726         | 14.14/sq ft          | 2/01/85             | 1/31/90         | 771.28           |
| 5-10 |                  | DOMELARIE, DEFRINIER & ASSOC.    | 1,340.95     | 1104        | 15.14/sq ft          | 7/01/92             | 12/31/96        | 1,173.88         |
| 5-11 |                  | SMS                              | 1,912.32     | 1488        | 14.21/sq ft          | 5/01/94             | 4/30/97         | 0.00             |
| 5-12 |                  | RETIREMENT PLAN SERVICES         | 1,029.50     | 827         | 14.50/sq ft          | 1/13/89             | 1/14/97         | 491.80           |
| 5-16 |                  | ATI MEDICAL CO.                  | 1,595.95     | 1,196       | 14.52/sq ft          | 6/01/94             | 5/31/97         | 0.00             |
| 5-18 |                  | VACANT                           | 0.00         | 1,424       | 0.00/sq ft           |                     |                 | 0.00             |
| 5-16 |                  | UNITED SAVINGS ASSOC. OF TEXAS   | 904.10       | 715         | 15.25/sq ft          | 1/15/96             | 1/14/99         | 4,140.48         |
| 5-17 |                  | VACANT                           | 0.00         | 1342        | 1.27/sq ft           |                     |                 | 0.00             |
| 5-18 |                  | P. F. COLLIER                    | 1,710.17     | 1442        | 0.80/sq ft           | 10/10/83            | 10/31/98        | 1,450.80         |
| 5-19 |                  | PARA                             | 0.00         | 575         | 1.17/sq ft           |                     |                 | 0.00             |
| 5-20 |                  | BILL-TECH CONSULTANTS, INC.      | 1,775.42     | 1671        | 14.44/sq ft          | 6/01/94             | 5/31/96         | 1,336.88         |
| 5-21 |                  | KONALD C. NICE & CO.             | 3,509.50     | 3000        | 1.20/sq ft           | 3/15/94             | 3/14/96         | 1,785.81         |
| 5-29 |                  | MARSHALL RICHTER                 | 820.70       | 764         | 14.04/sq ft          | 1/01/93             | 12/31/98        | 3,142.50         |
| 5-30 |                  | L. SPITZ, INC.                   | 1,075.67     | 922         | 14.04/sq ft          | 8/01/92             | 7/31/96         | 788.53           |
| 5-31 |                  | PSYCHOTHERAPY RESOURCES          | 2,445.73     | 2200        | 14.04/sq ft          | 4/01/90             | 3/31/96         | 595.00           |
| 5-31 |                  | PSYCHOTHERAPY RESOURCES          | 2,445.73     | 2200        | 15.20/sq ft          | 7/01/87             | 5/31/99         | 0.00             |

\* As of 1/23/96, current balance due is \$2,243.88.

Property of COX Office

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FRN-23-1995 15:10 FROM JOSEPH PERL ESTER TO ZSUS, MARKS P.03

1/23/96

Year: 1995

Property : OLD ORCHARD OFFICE COURT

JOEYEV DEVELOPMENT COMPANY

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Page: 2

| Unit Reference Number | Name                          | Monthly Rent | Square Feet | Rent Per Square Foot | Lease Starting Date | Lease Exp. Date | Contract Value |
|-----------------------|-------------------------------|--------------|-------------|----------------------|---------------------|-----------------|----------------|
| 1-33                  | HENRY SYSTEMS, CN             | 675.00       | 571         | 16.20/yr             | 10/01/94            | 9/30/96         | 440.00         |
| 1-34                  | ALTERNATIVE JOURNAL SERVICES  | 1,285.30     | 1944        | 1.84/mth             | 2/01/95             | 1/31/96         | 1,705.30       |
| 1-35                  | DR. EVELYN LEMPIERZ Ph D      | 628.86       | 527         | 11.92/yr             | 9/15/94             | 12/31/96        | 737.90         |
| 1-36                  | WILLIAMS ASSOC.               | 1,226.97     | 1163        | 1.06/mth             | 11/20/95            | 6/30/96         | 826.80         |
| 1-37                  | JACOBS & ASSOC.               | 1,530.47     | 1322        | 1.16/mth             | 7/14/97             |                 | 1,487.25       |
| 1-38                  | DAVID WILLIAM & ASSOCIATES    | 500.55       | 416         | 1.20/mth             | 11/11/95            | 4/30/96         | 557.70         |
| 1-39                  | CONSULTING SERVICE ASSOCIATES | 1,654.25     | 1215        | 1.36/yr              | 3/05/91             | 2/29/96         | 1,700.05       |
| 1-40                  | KENNETH RAYE                  | 753.95       | 618         | 1.22/mth             | 5/01/92             | 4/30/97         | 449.70         |
| 1-41                  | RICHARD A. KATZ               | 1,160.30     | 985         | 1.18/mth             | 11/01/91            | 10/31/96        | 1,608.35       |
| 1-42                  | SPEERSON                      | 3,067.31     | 3176        | 1.22/mth             | 12/01/94            | 11/30/99        | 3,705.33       |
| 1-43                  | DR. SANDY AND DR. BEAUTIS     | 1,014.01     | 823         | 1.23/mth             | 06/01/93            | 9/30/96         | 971.42         |
| 1-44                  | UNITED CORPORATION OF AMERICA | 2,321.13     | 1790        | 1.29/mth             | 5/01/92             | 5/31/99         | 8.08           |
| 1-48                  | TRIAO, J & S EMPANCS          | 1,661.65     | 1301        | 1.27/mth             | 4/01/90             | 5/30/97         | 528.00         |
| 1-50                  | COLMETER, HIRSON, ARONAS      | 2,371.37     | 1785        | 1.33/mth             | 7/01/90             | 4/30/96         | 865.75         |
| 1-51                  | PERFORMANCE MFG., INC.        | 2,200.30     | 1905        | 1.16/mth             | 12/01/93            | 11/30/96        | 2,063.75       |
| 1-24                  | LEGARY McDONNELL CO.          | 1,456.11     | 1431        | 1.02/mth             | 10/01/94            | 9/30/97         | 1,500.04       |
| 1-248                 | AMERICAN REALTY & MANAGEMENT  | 1,216.65     | 883         | 1.38/mth             | 2/01/90             | 1/31/96         | 1,044.80       |
| 1-252                 | PERSONNEL EVALUATIONS         | 3,034.91     | 2511        | 1.20/mth             | 4/01/95             | 11/14/98        | 2,183.59       |
| 1-253                 | ANGELL RESEARCH GROUP         | 1,656.79     | 1340        | 1.23/mth             | 10/01/92            | 9/30/96         | 1,610.16       |
| 1-264                 | MARK CHAIR                    | 1,381.50     | 1145        | 1.21/mth             | 1/01/93             | 12/31/97        | 1,388.13       |
| 1-268                 | FAVORITE WINERS               | 828.48       | 625         | 1.33/mth             | 5/01/93             | 2/28/96         | 828.48         |
| 1-271                 | THE ARBERT GROUP              | 1,259.23     | 1050        | 1.20/mth             | 1/01/94             | 12/31/98        | 1,181.25       |

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JAN-23-1986 15:18 FROM JOSEPH REAL ESTATE

TO

MARKS, MARKS

P. 84

1/23/86

User: J007

Property : 610 ORCHARD OFFICE BLDG

JOSEPH DEVELOPMENT COMPANY

Print Mail

12:55 pm

Page: 3

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| Unit Reference Number | Name           | Monthly Rent | Square Feet | Rent Per Square Foot | Lease Starting Date | Lease Exp. Date | Units Held |
|-----------------------|----------------|--------------|-------------|----------------------|---------------------|-----------------|------------|
| 4-272                 | DEAN B. SCOTT  | 427.41       | 529         | \$5.17/YR            | 3/75/79             | 7/2/85          | 628.75     |
| 4-273                 | KID-CORP, INC. | 1,128.27     | 915         | 14.09/YR<br>1.22/mth | 5/01/79             | 8/31/80         | 1,067.50   |

PROPERTY TOTALS

Total Occupied Units 44  
 Total Vacant Units 2  
 Total Units 46  
 Total Occupied Sq. Feet 52146  
 Total Vacant Sq. Feet 2208  
 Total Square Footage 54354  
 Percentage Occupied 96%

--- Percentage of Occupied Units ---  
 Total Occupied Units 44  
 Total Vacant Units 2  
 Total Units 46  
 Percentage Occupied 96%  
 --- Percentage of Occupied Sq. Feet ---  
 Total Occupied Sq. Feet 52146  
 Total Vacant Sq. Feet 2208  
 Total Square Footage 54354  
 Percentage Occupied 96%

Total Occupied Rents 2,025.87  
 Total Vacant Rents 0.00  
 Total Gross Rents 2,025.87  
 Total Square Footage 54354  
 Average Rent/Sq. Ft. 37.09  
 Average Rent/Sq. Ft. 1.16  
 Total Security Deposits 51,325.86