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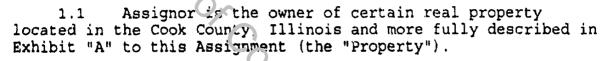
June 12, 1997

#### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of this <a href="#">A++h</a> day of June, 1997 between ILLINOIS SELF STORAGE CENTERS V, L.P., an Illinois limited partnership having its principal address at 800 Frontage Road, Northfield, Illinois 60093, Attention: Robert A. Soudan ("Assignor") and BANK ONE, ILLINOIS, NA, having an office at 111 North Canal Street, Suite 1500, Chicago, Illinois 60606 ("Assignee").

#### ARTICLE 1

#### RECITALS



- 1.2 Assignee has agreed to loan to Assignor, and Assignor has agreed to borrower from Assignee, the sum of \$600,000.00 (the "Loan") for the purposes and pursuant to the obligations, terms and conditions stated therein.
- 1.3 The Loan is evidenced by a Promissory Note of even date herewith (the "Note"), and secured by a Mortgage and Security Agreement with Assignment of Rents of even date herewith (the "Mortgage") covering the Property, and a Security Agreement of even date herewith (the "Security Agreement") covering the personal property described therein.

### PREPARED BY AND AFTER RECORDING RETURN TO:

Edward W. Malstrom
Miller, Shakman, Hamilton,
Kurtzon & Schlifke
208 South LaSalle Street
Suite 1100
Chicago, Illinois 60604

TAX IDENTIFICATION NUMBERS.

10-31-322-052-0000

#### ADDRESS OF PROPERTY:

3850 West Devon Lincolnwood, Illinois

7669921, 605, 02

BOX 333-CTI

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- 1.4 This Assignment by Assignor to Assignee is given to further secure Assignor's obligations to Assignee under the Note, the Mortgage and the Security Agreement.
- 1.5 The purpose of the Loan is to provide funds for making improvements to an existing self-storage facility on the Property.

#### ARTICLE 2

#### DEFINITIONS

The following terms shall have the following meanings herein, unless the context or use requires a different meaning, and such definitions shall be read in the singular or plural as the context requires.

- 2.1 <u>Lease or Leases</u>: All of the leases, tenancies, licenses, and other agreements, written or otherwise, including all amendments, modifications, extensions, additions, renewals and replacements thereof, granting possession, use, or occupancy of the Property, or a portion thereof, to another, whether now existing or hereafter entergo into, notwithstanding the fact that said agreements are not specifically identified herein.
- 2.2 Rent or Rents: All the rental income, revenues, issues, proceeds, profits, damages, awards, and payments now or hereafter due under the Leases. Without limiting the generality of the foregoing, Rents shall include all minimum rent, additional rent, percentage rent, deficiency rent, liquidated damages, insurance proceeds, reimbursements, common area maintenance charges and payments and awards for damages.
- 2.3 <u>Indebtedness</u>: All or any part of outstanding and unpaid debt of Assignor to Assignee as evidenced by the Note, or that may otherwise be due from Assignor to Assignee under the terms of the Mortgage and Security Agreement of even date herewith between Assignor and Assignee or this Assignment.
- 2.4 Event of Default: An Event of Default as defined in the Note, Mortgage or Security Agreement.
- 2.5 <u>Property</u>: As previously defined, includes all improvements, buildings, structures, fixtures, amenities, and personal property, now or hereafter acquired, and now or hereafter located on the and used or intended to be used in connection with the use, occupation, or development thereof, and also all easements, rights of way, and appurtenances, now or hereafter existing, acquired in connection with the Property.

Note, Mortgage and Security Agreement: As previously defined, includes all subsequent amendments, modifications, extensions, additions, renewals and replacements thereof.

#### ARTICLE 3

#### **ASSIGNMENT**

For purposes of giving additional continuing security for repayment of the Indebtedness, Assignor hereby assigns to Assignee, subject to any existing assignment to Assignee securing other obligations of the Assignor, all of its rights, title and interest in and to the Leases and Rents. This Assignment is a present assignment, effective immediately upon the execution and delivery hereof by Assignor and shall continue in effect until the Indebtedness is paid in full. However, so long as no Event of Default shall exist under the Note, the Mortgage, the Security Agreement or this Assignment, Assignee temporarily waives its right to collect the Rent and hereby gives Assignor permission to collect the same. In consideration for the granting of said permission, Assignor agrees to use all Rents collected for purposes of making payments due on the Indebtedness, for paying all taxes and other charges that if not paid would become a lien against the Property, for paying all premiums on insurance policies covering the Property as they become due, and for satisfaction of all its obligations under the Leases, before using the same for any other purpose. This permission given Assignor to collect the Rents may be revoked by Assignee at any time, in its complete discretion, upon the occurrence of an Event of Default. Clarks

#### ARTICLE 4

#### WARRANTIES

Assignor represents, warrants and covenants, and solong as the Indebtedness remains unpaid shall be deemed to continuously represent, warrant and covenant that:

- Legal Right and Authority: Assignor has full legal right and authority to execute and deliver this Assignment to Assignee.
- Assignor is the sole owner of all the 4.2 Sole Owner: landlord's interest in the Leases.
- Valid and Enforceable Leases: The Leases currently in effect are valid under existing law and, to the best of

Assignor's knowledge, fully enforceable against the parties thereto.

- 4.4 Advance Rent: Except in the ordinary course of business, no Rent has been collected in advance of the time due, except for customary security deposits or one month's rent.
- 4.5 <u>Defaults</u>: To the best of Assignor's knowledge and belief, as of the date hereof, no Lease is in default, nor is Assignor actually aware of any information that a tenant intends to default under a Lease, nor has Assignor received any written notice alleging that Assignor is in default under a Lease, except as has been previously disclosed to Assignee in writing.
- 4.6 <u>Undisclosed Leases</u>: As of the date hereof, Assignor has not entered into any lease for all or any part of the Property, except those previously disclosed to Assignee in writing.
- 4.7 <u>Assignment</u>: Assignor has not previously assigned all or any part of the Leases or Rents, nor any right, title or interest therein (or if such an assignment was made, it has heretofore been fully released).
- 4.8 <u>Execution and Pelivery</u>: The Note, Mortgage and Security Agreement have been duly executed and delivered by Assignor to Assignee.

#### ARTICLE 5

#### COVENANTS OF ASSIGNOR

- 5.1 Attorney-in-Fact: Assignee is hereby appointed attorney-in-fact of Assignor with full power of substitution and with full power and authority to act after an Event of Default in the name of Assignor with respect to the subject matter of this Assignment, including without limitation, anything relating to the Indebtedness or the Property. In connection therewich, in addition to other things deemed necessary by Assignee to effectuate the intent and object of this Assignment, upon the occurrence of an Event of Default, Assignee may, without limitation:
  - (a) Demand, recover and receive the Rents, or any part thereof, from any person whomsoever;
  - (b) Maintain any and all actions or proceedings to recover the Rents, enforce the Leases, or to remove tenants or occupants from the Property;

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- (c) Perform such acts as may be required of Assignor by all Leases, any other tenancy of the Property, any other agreement affecting the Property, or any part thereof and this Assignment;
- (d) Lease the Property, or any part thereof, which is now or may become vacant, for such periods as Assignee may deem proper;
- (e) Perform such acts and execute and/or deliver all papers, leases, licenses, franchises and agreements that may be required in any action or proceeding affecting the Property, and in managing and operating the Property;
- Pay out of the Rents, all sums deemed reasonably necessary by Assignee for general improvements, tenant improvements, protection, operation, business expense leasing, managing (whether by retained agent or otherwise, or preservation of the Property, including, without limitation, payment of taxes, assessments, management fees, leasing commissions, utilities, liens, and insurance premiums, and all security, maintenance, and repair charges. If the Rents are not sufficient to cover such payments, together with sums due on the Indebtedness, Assignor will promptly reimburse Assignee to the extent thereof, together with the Note rate of interest thereon until reimbursed. The obligation by Assignor to pay such sums to Assignee shall be secured hereby. Nothing contained herein shall in any way obligate Assignee to pay any item listed in this subparagraph (1), to act in any manner on behalf of Assignor, or to relieve Assignor from its duty to perform according to the provisions of the Leases. This Assignment confers upon Assignee a power coupled with an interest and shall be irrevocable so long as the Indebtedness remains unpaid.
- 5.2 <u>Duties and Obligations</u>: Assignor will duly perform all the duties and comply with all the obligations, terms and conditions, required of it by the Leases.
- 5.3 Assignment and Prepayment: Assignor will not, without Assignee's written consent, otherwise assign the Leases or the Rents, nor any part thereof, nor accept prepayments or installments of same before they become due, except that Assignor may accept security deposits and one month's Rent, in advance, from tenants and Assignor, in the ordinary course of business, may accept prepayments of Rents equal to not more than twelve (12) months rent for any individual Lease and not more than 5% of the total projected annual Rents for the Project.
- 5.4 <u>Additional Acts</u>: Assignor will perform all reasonably necessary further acts to authorize payment of the

Rents to Assignee, and will execute and deliver to Assignee any and all further instruments and perform all reasonably necessary acts reasonably requested by Assignee to effectuate the purposes of this Assignment.

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- 5.5 Notice: Assignor shall promptly give Assignee written notice of any default or proposed default under any Leases about which Assignor receives written notice if such defaults, if not cured, could materially adversely affect on the value of Assignee's security, and, provided Assignor has received such notice with sufficient time, in any event, shall give such notice in sufficient time to enable Assignee to cure the same prior to the tenant thereof having a right to terminate by reason of such default.
- enter into, terminate, default under, add to or except as hereinafter provided, modify or amend any Lease nor give or effect any waiver or concession thereof or thereunder, nor cancel or release any guarantor thereon, in whole or part, nor exercise any option under any Lease, nor, except to the extent provided for in Leases existing as of the date hereof, consent to the assignment of any Lease, or the subletting of the space covered thereby, nor allow any Lease to be merged with any other interest, nor accept the surrender of any Lease, or any of the Property covered thereby without the prior written consent of Assignee, except, in each case in the ordinary course of Assignor's business and on commercially reasonable terms.
- 5.7 <u>Surrender of Possession</u>: Upon the occurrence of an Event of Default, upon demand, Assignor shall surrender possession of the Property to Assignee. Upon entry, Assignee may exercise all or any of the rights and power, granted it hereby, but no such entry by or on behalf of Assignee shall be deemed to constitute Assignee a "mortgagee in possession".
- 5.8 <u>Copies</u>: Within ten (10) days of Assigner's receipt of a written request from Assignee, Assignor shall deliver true and complete copies of same to Assignee, and shall also vithin ten (10) days of receipt of same, deliver true and complete copies of all executed amendments, renewals, replacements, modifications, additions, and extensions of the Leases. Assignor shall also deliver to Assignee, within ten (10) days of receipt of a written notice from Assignee, true and complete copies of all notices received from a tenant or occupant of the Property that may materially affect a Lease.
- 5.9 <u>Management and Enforcement</u>: Assignor agrees to manage the Property in accordance with sound business practices, including without limitation enforcing the Leases and the obligations of any guarantor thereon, to do or cause to be done all of the landlord's obligations thereunder, to do or cause to

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be done any specific action required by Assignee with respect thereto in furtherance of this Assignment, and not to do nor cause to be done anything to impair the aggregate value of the Leases, or the Property, as security for the Indebtedness.

#### ARTICLE 6

#### **MISCELLANEOUS**

- Claims Under Lease: Assignee shall be deemed to be the creditor of all tenants under the Leases with respect to all Assignor's claims against such tenants for damages, and under the Leases; and Assignee shall have the right (but not the obligation) If an Event of Default hereunder exists to file said damage claim or claims under the Leases in all actions or proceedings in wlving or affecting such tenants, including, without limitation, actions or proceedings involving an assignment for the benefit of creditors, bankruptcy, reorganization, insolvency, dissolution and receivership. Assignor hereby assigns to Assignee all such claims for damages and claims under the Leases, and all money received as a result thereof. Assignor hereby irrevocably appoints Assignee its attorney-in-fact with full power of substitution, and with full power if an Event of Default nereunder or a default under the Mortgage exists to make and file such claims, to appear in any such action or proceedings, and to collect all money resulting therefrom or awarded therein; provided, however, that Assignee shall exercise such power only after the occurrence of an Event of Default.
- 6.2 <u>Standard Lease</u>: All Leases executed by Assignor shall be on a form approved by Assignee (the "standard Lease"), and Assignor does not and shall not have the authority to lease all or any part of the Property, except by using 'he Standard Lease, or by using another lease form previously approved by Assignee. The lease of all or any part of the Property, including, without limitation, the rent reserved, shall be on commercially reasonable terms, customary for the rental of like space, at like times and terms in the locale where the Property is located. Assignee shall not be bound, in any way at any time, by any lease entered into by Assignor in violation of this paragraph, or in violation of the Mortgage.
- 6.3 <u>Assignee's Obligation</u>: Notwithstanding any legal presumption or implication to the contrary, Assignee shall not be obligated by reason of its acceptance of this Assignment, nor by the collection of any Rent, to perform any obligation of Assignor as landlord under the Leases, nor shall Assignee be responsible for any act committed by Assignor, or any breach or failure to perform by Assignor with respect to a Lease; and Assignor hereby

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agrees to indemnify Assignee and save it harmless from and against all losses, liabilities, damages and expenses, including reasonable attorneys' fees, resulting from all claims made against Assignee which arise out of, from or in connection with the Leases, the Property, or this Assignment; provided, however, that the foregoing indemnity shall not apply with respect to any negligence or willful misconduct of Lender, its agents or employees occurring after Assignee obtains possession of the Property. However, Assignee may, at its sole option, and without further releasing Assignor from any obligation hereunder, or under the Leases and after an Event of Default shall have occurred, discharge any obligation which Assignor fails to discharge, including, without limitation, defending any legal action; and Assignor agrees to immediately pay, upon demand, all sums expended by Assignee in connection therewith, including Assignee's costs and expenses, including reasonable attorneys' fees, together with interest thereon at the rate provided for in the Note; and the amount of same shall be added to the Indebtedness. Neither the acceptance of this Assignment, nor the collection of Rent or other sums due or to become due under the Leases, shall constitute a waiver of any right of Assignee under the Note, Mortgage, or any other document or instrument pledging or granting a security instrument in property to secure payment of the Note and the performance of Assignor's obligations thereunder and under the Morcoage.

- Assignee to give written notice of this Assignment at any time after an Event of Default has occurred to the tenants under the Leases. Assignor hereby authorizes and directs any tenant, occupant or user of the Property, or any part thereof, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and that an Event of Default exists thereunder, or under the Mortgage, to perform this Assignment in accordance with the terms hereof for the benefit of Assignee including paying rent directly to Assignee if such a demand is made.
- any Rent actually collected shall be discharged by application of such Rent for the purposes described in this Assignment.

  Assignee shall not be liable for uncollected Rents, nor for any claim for damages or setoff, arising out of Assignee's management of the Property, other than for damages arising from Assignee's negligence or willful misconduct. Assignee shall not be liable to any tenant for the return of any security deposit made under a Lease, unless Assignee shall actually have received such security deposit from Assignor or such tenant.
- 6.6 <u>Waiver</u>: The failure on the part of Assignee to exercise any right hereunder shall not operate as a waiver thereof. The waiver of any provision herein by Assignee, or the

consent to any departure from any such provision, including, without limitation, the exercise, from time to time, of any right hereunder by Assignee after the occurrence of an Event of Default and the waiver or curing of same, shall not be deemed a waiver of that or any other right at that time, nor a waiver of that or any other right subsequent thereto, but shall be applicable only in the specific instance or for the purpose for which such waiver or consent was given.

- 6.7 Receiver in Foreclosure: In the event that a receiver shall be appointed in a foreclosure action on the Mortgage, the rights and powers granted Assignee hereby shall inure to the benefit of such receiver; and shall be construed to be in addition to all rights and powers given receivers under the law of the jurisdiction where the Property is located.
- 6.8 <u>Taking of Possession and Collection</u>: The taking of possession and collection of Rent by Assignee pursuant hereto shall not be construed to be an affirmation of any Lease, and Assignee, or a purchaser at any foreclosure sale of the Property may, if otherwise entitled to do so, exercise the right to terminate any Lease as chough such taking of possession and collection of Rent had not occurred.
- 6.9 Extension on Indictedness: If, at any time or times, the time of payment of the Indictedness, or any part thereof, is extended, if the Note is renewed, extended, modified or replaced, or if any security for the Note is released, Assignor and all other persons now or hereafter liable on the Indebtedness, or interested in the Property, shall be deemed to have consented to such extension, renewal, modification, replacement, or release, and their liability thereon, the lien hereof, and the rights created hereby shall continue in full force and effect.
- 6.10 Severability: If any obligation, term, or condition of this Assignment is deemed illegal or unenforceable, all other obligations, terms, and conditions, and the application thereof to all persons and circumstances subject hereto, shall remain unaffected to the extent permitted by law; and if application of any obligation, term, or condition to any person or circumstance is deemed illegal or unenforceable, the application of such obligation, term or condition to any other person or circumstance shall remain unaffected to the extent permitted by law.
- 6.11 Recording Information: Assignee is authorized to insert in executed copies of this Assignment and in any Uniform Commercial Code financing statement executed in connection herewith or with the Indebtedness, dates, Recorder's File and Instrument Numbers, and other recording information omitted therefrom, notwithstanding the fact that the same may not become available until after the date of the execution of this

Assignment; and the Recorder of the County in which the Property is located is authorized to enter a reference to the execution, existence and filing of this Assignment upon its records.

- 6.12 <u>Subordination</u>: Assignee may consent to the subordination of the Leases to its Mortgage and this Assignment without any further consent being necessary or required on the part of Assignor.
- Assignability: This Assignment shall be binding upon Assignor and its successors and assigns, including any subsequent owner of the Property, and shall inure to the benefit of Assignee and its successors and assigns, including any Assignee of the Note, Security Agreement and Mortgage. In furtherance and not in limitation of the foregoing, Assignee, as the holder of the Mortgage, shall have the right to assign all of Assignee's right, title and interest in and to the Leases to any subsequent holder of the Mortgage, and also to assign the same to any person acquiring title to the Property through foreclosure or otherwise.
- 6.14 <u>Headings</u>. Captions and titles used in this Assignment have been paserted for convenience only, and shall not be deemed or construed to have any effect upon the scope or meaning of any of the terms, obligations, or conditions of this Assignment.
- 6.15 <u>Validity</u>: The affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing that any part of the Indebtedness remains unpaid shall be conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.
- of securing Assignor's performance of all its obligations under the Note, Security Agreement, and Mortgage; and a cordingly, upon payment in full of the Indebtedness and the discharge of all Assignor's other obligations under the Note, Security Agreement, and Mortgage, as evidenced by the recording of an instrument formally satisfying the Mortgage without the consequent recording of another mortgage covering the Property in favor of Assignee, this Assignment shall automatically become null and void.
- 6.17 Third Party Reliance: Any third party may rely upon this Assignment upon presentation to them of a copy or facsimile thereof, certified to be an exact, complete, and true copy by an attorney duly admitted to practice law in the jurisdiction where the Property is located; and no revocation or termination hereof, by operation of law or otherwise, shall be effective as to such third party, and such third party may rely fully and completely hereon, unless and until written notice of such revocation or

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termination is actually received by such third party from Assignee. Upon satisfaction of the Loan in full, Assignee will release this Assignment.

- 6.18 <u>Waiver by Assignee</u>: This Assignment may not be waived, modified, altered, or amended in any manner or form, except by an agreement, in writing, executed by a duly authorized officer of Assignee, which writing shall make specific reference to this Assignment.
- 6.19 <u>Gender and Number</u>: Relative words and any reference to Assignor and Assignee shall be read in the singular or plural when appropriate, and words of masculine or neuter import shall be read at if written in the masculine, feminine, or neuter when appropriate. If more than one party joins in the execution hereof, the covenants and agreements contained herein shall be the joint and several obligation of each of them.
- 6.20 Notice2: All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) three business days after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service, (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service, or (v) sent by facsimile, and (b) addressed as follows:

If to Assignee:

Bank One, Illicois, NA
111 North Canal Street
Suite 1500
Chicago, Illinois 60606
Attention: Rick Percifield
Vice President
Facsimile No.: (312) 627-5779

With copy to:

Scott M. Lapins
Miller, Shakman, Hamilton,
Kurtzon & Schlifke
208 South LaSalle Street
Suite 1100
Chicago, Illinois 60604
Facsimile No.: (312) 263-3270

If to Assignor:

Illinois Self Storage Centers V, L.P.

800 Frontage Road

Northfield, Illinois 60093 Attention: Robert A. Soudan Facsimile No.: (847) 441-7732

With copy to:

Sanford R. Gail Bell, Boyd & Lloyd

Three First National Plaza

Suite 3200

Chicago, Illinois 60602

Facsimile No.: (312) 372-2098

- 6.21 <u>Defaults</u>: Failure of the Assignor to make any payment due tereunder on the date when due or to cure any other default hereunder within thirty (30) days of written notice thereof or a default under the Mortgage not cured within any applicable cure period shall constitute an Event of Default hereunder.
- 6.22 No Extension of Indebtedness: Nothing contained in this Assignment shall operate as or be deemed to be an extension of time for payment of the Indebtedness, or in any way affect any of Assignee's rights, powers or remedies to enforce payment of the Indebtedness, or any part thereof.
- 6.23 <u>Cumulative Remedies and Rights</u>: All rights and remedies of Assignee hereunder are cumulative.
- 6.24 <u>Successors and Assigns</u>: This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.
- 6.25 Governing Law: This Assignment shall be governed by and enforced in accordance with the laws of the State of Illinois.

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UNOFFICIAL CORPSIONMENT
IN WITNESS WHEREOF, Assignor has executed Cris Parisment the day and year first set forth above.

ILLINOIS SELF STORAGE CENTERS V. L.P., Illinois limited partnership

Lincolnwood-River Grove Lock Up Corp., an Illinois By:

corporation

General Partner Its:

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) SS. COUNTY OF COOK )
On this 19th day of June , 1997, before me appeared Alfred G. McConnell , to me personally known, who being by me duly sworn, did say that he is the President of Lincolnwood-River Grove Lock Up Corp., an Illinois corporation, a general Partner of Illinois Self Storage Centers, V, L.P., an Illinois limited partnership, and that said instrument was signed on behalf of said corporation and that partnership by authority of its board of directors, and said President acknowledged said instrument to be the free act and deed of said corporation on behalf of such partnership.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first alove written.
South Control Public
My commission expires:  10-2-97  "OFFICIAL SEAL"
10-2-97 Senford Gail Notary Public, State of Illinois No Commission Expires 10/2/97
Co

STATE OF ILLINOIS)	
COUNTY OF COOK )	
I, ARI BRITA MIDMAN said county and state, do hereby personally known to me to be the subscribed to the foregoing instruday in person and acknowledged the said instrument as his free and verpurposes therein set forth.	same person whose name is ument, appeared before me this at he signed and delivered the
Given under my hand and office day of معربين , 1997	cial seal, this 1674,
(NOTARY SEAL)	
TOFFICIAL SEAL"	Notary Public
SARI BETH WILDMAN NOTARY PUBLIC, STATE OF ILLING'S MY COMMISSION EXPIRES 7/10/2000	•
	My Commission Expires: 7.10 1000

STATE OF ILLINOIS)  SS.
COUNTY OF COOK )
I, Sari Born Liona, Notary Public in and for said county and state, do hereby certify that Robert A. Soudan, 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 his free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 16 12.  day of, 1997.
(NOTARY SEAL)  "OFFICIAL SEAL"  Notary Public
SARI BETH WILDMAN
My Commission Expires: 7/0/2000

LOT 4 (EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS:: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4: THENCE DUE WEST ON THE SAID SOUTH LINE THEREOF, A DISTANCE OF 150.13 FEET; THENCE NORTH 0 DEGREES, 08 MINUTES, WEST, BEING ALONG THE WEST FACE OF AN EXISTING 1 STORY BRICK BUILDING, 70.43 FEET TO THE NORTHWEST CORNER OF SAID BUILDING: THENCE DUE EAST ALONG THE NORTH FACE OF SAID BUILDING. 7.20 FEET TO THE WEST FACE OF ANOTHER EXISTING 1 STORY BRICK BUILDING; THENCE DUE MORTH ALONG SAID LINE, 100.60 FEET TO THE NORTH LINE OF SAID LOT 4: THENCE DUE EAST ON SAID NORTH LINE OF LOT 4, 146.80 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ON THE EAST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING) IN FREDERICK W. SHEFTE'S SUBDIVISION OF LOT 12 IN JOHN PROESEL ESTATE PARTITION. BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WESTERLY PART OF LOT 3 (WHOSE EASTERLY LINE IS IDENTICAL WITH THE WESTERLY LINE OF LOT 4) IN AFORESAID SHEFTE'S SUBDIVISION AND LYING SOUTH OF THE NORTH LINE OF AFORESAID LOT 4 (WHICH IS IDENTICAL WITH THE SOUTH LINE OF AFORESAID LOT 3) EXTENDED WES THE WESTERLY LINE OF AFORESAID LOT 3 THAT IS IDENTICAL WITH THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION CO. AND THAT PART OF LOT WIN AFORESAID SHEFTE'S SUBDIVISION LYING SOUTH OF AFORESAID WORTH LINE EXTENDED WIST, IN COOK COUNTY, ILLINOIS;

#### PARCEL 2:

LOTS 5 TO 16, BOTH INCLUSIVE IN FREDERICK W. SHEFTE'S SUBDIVISION OF LOT 12 IN JOHN PROBSEL ESTATE PARTITION, BYING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWES'I 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

#### PARCEL 3:

ALL THAT PART OF THE 16 FOOT PUBLIC ALLEY IN FFEDERICK W. SHEFTE'S SUBDIVISION OF LOT 12 IN JOHN PROESEL ESTATE PARTITION AFORESLIP LYING WEST OF THE EAST LINE OF LOT 16 AFORESAID EXTENDED NORTH 16 FEET TO THE WORTH LINE OF SAID ALLEY, IN COOK COUNTY, ILLINOIS;

#### PARCEL 4:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF DEVON AVENUE, PIPTANT 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED OVER AND ACROSS SAID SECTION 35; THENCE WESTERLY ALONG SAID NORTH LINE OF DEVON AVENUE A DISTANCE OF 50 FEET, MORE OR LESS, TO A POINT 15 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF SAID TRANSPORTATION COMPANY, AS SAID MAIN TRACK CENTER LINE IS NOW LOCATED; THENCE NORTHEASTERLY PARALLEL WITH SAID LAST DESCRIBED MAIN TRACK CENTER LINE A DISTANCE

OF 340 FEET; THENCE EASTERLY ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID DEVON AVENUE A DISTANCE OF 50 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID ORIGINAL MAIN TRACK CENTER LINE; THENCE SOUTHWESTERLY PARALLEL WITH SAID ORIGINAL MAIN TRACK CENTER LINE A DISTANCE OF 340 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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