Cross Reference Instrument Nos. 92293226 and 97-

## AFTER RECORDATION, PLEASE RETURN TO:

Donald K. Densborn, Esquire Johnson, Smith, Pence, Densborn, Wright & Heath One Indiana Square, Suite 1800 Indianapolis, Indiana 46204

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COOK COUNTY RECORDER

DEPT-10 PENALTY

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# FIRST AMENDED AND RESTATED ASSIGNMENT OF LEASES (Campbell Building)

THIS INDENTURE WITNESSETH that NWS, INC., an Illinois corporation having offices at 2600 West 35th Street, Chicago, Illinois 60632 ("Assignor"), for good and valuable consideration hereby conveys, transfers and assigns unto NBD BANK, N.A., a national banking association ("Assignee"), all the rights, interest and orivileges which the Assignor as lessor has and may have in the leases (whether written or oral), license, and rental agreements, now existing or hereafter made and affecting the following described real estate or any part thereof or any improvements located thereon (such real estate and improvements being referred to herein as the "Premises," and all such leases, licenses and rental agreements being referred to herein as "Leases"):

The real estate described in Exhibit A attached herein by reference,

as the Leases may have been, or may from time to time be hereafter modified, extended or renewed, together with all security deposits thereunder and all rents, fees, royalues, revenues, rates, issues, accounts, income, charges and profits due and becoming due therefrom (the 'Rents'). The Assignor will, on request of the Assignee, execute further assignments of any future Leares a fecting any part of the Premises

This Assignment is made as additional security for the full, prompt and faithful parformance of all obligations of Assignor under that certain First Replacement Mortgage Note in the principal amount of \$2,491,676.38 executed by Assignor in favor of Assignee of even date herewith (the "Note") and the obligations described in a certain First Amended and Restated Real Estate Mortgage, Security Agreement and Fixture Filing of even date herewith executed by the Assignor in favor of the Assignee which encumbers the Premises (the "Mortgage"), together with costs of collection and attorneys' fees and together with all extensions or modifications of all such instruments, all without relief from valuation and appraisement laws. The acceptance of this Assignment and the collection of the Rents or the payments under the Leases shall not constitute a waiver of any rights of the Assignee under the terms of the Note or the Mortgage (or any other Security Document, as such

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term is defined in the Note) It is expressly understood and agreed by the parties hereto that so long as no Default under the Mortgage has occurred and is continuing, Assignor shall have the right to collect the Rents, from the Leases or otherwise from the Premises and to retain, use and enjoy the same; provided, however, that even before a Default occurs no rent more than one (1) month in advance shall be collected or accepted without the prior written consent of the Assignee. In addition to the Rents, Assignor hereby assigns to Assignee any award made hereafter to Assignor in any court proceeding involving any of the Leases in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any such action and/or to collect any such award or payment.

The assignor hereby authorizes the Assignee, in the event of a Default, at Assignee's option, to enter and take possession of the Premises and to manage and operate the same, to collect all or any Rents accruing therefrom and from the Leases, to let or re-let the Premises or any part thereof, to cancel and modify the Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in its own name or Assignor's name, make repairs as Assignee reasonably deems appropriate, and perform such other acts in connection with the management and operation of the Premises as the Assignce, in its sole discretion, may deem proper.

The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under the Mortgage shall not cure any Default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge, any obligation or duty to be performed or discharged by Assignor under any of the Leases, except for obligations or duties which originate after Assigner takes actual possession of the Premises pursuant to a foreclosure of the Mortgage or under a deco in lieu of foreclosure ("Actual Possession"). Assignor hereby agrees to indemnify the Assigned for, and to save it harmless from, any and all liability, loss or damage arising from any of the Leases or from 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, except such liability, loss, damage, claims or demands arising out of Assignee's willful misconduct or bad faith or which is caused by the failure of Assignee to perform any obligation or duty occurring after Assignee takes Actual Possession of the Premises. Should Assignee incur any such liability, loss or damage, under the Leases or under or by leason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand. This Assignment shall not place responsibility for the control, care, management or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, guest, invitee, licensee, employee or stranger, or any property, real or personal.

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The Assignor covenants and represents that it has full right and title to assign the Leases and the Rents, due or to become due thereunder, that the terms of the Leases have not been changed from the terms in the copies of any of the Leases submitted to the Assignee for approval, that no other prior assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that said Assignor will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessee's interest in them without the prior written consent of the Assignee.

Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to any tenant or other occupant under any of the Leases or otherwise.

Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be gromed a Default under the Mortgage

Default (after applicable cure periods) by the Assigner under any of the terms of the Leases, which default permits the tenant or lessee under any Lease to terminate such Lease, shall be deemed a Default under the Mortgage. Any expenditures made by Assignee in curing a Default on the Assignor's behalf, together with interest thereon at the default rate of interest set forth in the Note, shall become part of the debt secure (by this instrument.

The full performance of the Mortgages and the duly recorded release or reconveyance of the property described therein shall render this Assignment void.

Assignee, in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as Assignee may determine:

- to the payment of the operating expenses on the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Assignee and its agent or agents, if management is delegated to an Agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance,
- to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises and the expenses of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable; and

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d to the payment of any indebtedness secured hereby as specified in Section 4.04 of the Mortgage or any deficiency which may result from any foreclosure sale

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Premises and any assignee of the Mortgage.

Notwithstanding any provision hereof which might be construed to the contrary, the assignment effected hereby is intended to be an absolute assignment from Assignor to Assignee of the Leases and the Rents and not merely the passing of a security interest. Such Leases and Rents are hereby assigned absolutely by Assignor to Assignee, such assignment contingent only upon the leasing of the Premises and the subsequent occurrence of a Default under the terms of the Mortgage.

This Assignment completely amends and restates that certain Assignment of Leases executed by the Assignor in favor of American National Bank and Trust Company of Chicago ("ANB"), dated March 31, 1992 and recorded April 30, 1992, as Instrument No. 92293226 in the Office of the Recorder of Cook County, Illinois (the "Prior Assignment"), which Prior Assignment was assigned by ANB to the Assignee pursuant to that certain Assignment of Loan Documents executed March 31, 1997, and recorded April 2, 1997, in the Office of the Recorder, Cook County, Illinois, as Instrument No.

IN WITNESS WHEREOF, the said A signor, NWS, Inc., and Assignee, NBD Bank, N.A., have executed this instrument as of the 31st day of March. 1997.

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#### NWS, INC.'S SIGNATURE PAGE TO THE FIRST AMENDED AND RESTATED ASSIGNMENT OF LEASES (Campbell Building)

	NWS, INC., an Illinois corporation
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STATE OF Illinus /	
COUNTY OF Look ) SS	0-
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Before me, a Notary Pub	lic, in and for said county and state, personally appeared to me to be the <b>Alleration</b> of NWS, Inc., an Illino
corporation. Assignor aforesaid, and	d having been first duly sworn, acknowledged the execution
	Restated Assignment of Leases for and on behalf of sa
corporation.	
Witness my hand and Notari	al Seal this 28 day of March, 1997.
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OFFICAL SENNAN NANCY BRENNAN NANCY STATE OF ILLINOS	Janey Blenna
NANCY BRENNAN NANCY BRENNAN NOTARY PUBLIC STATE OF ILLINOS NOT COMMISSION EGF. IULY 1,1999	Notary Public - Signature
	Mancy Grennan
	Notary Public - Printed
My Commission Expires:	My County of Residence Is:
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# NBD BANK, N.A.'S SIGNATURE PAGE TO THE FIRST AMENDED AND RESTATED ASSIGNMENT OF LEASES (Campbell Building)

NBD BANK, N.A., a national banking association

By: Michael Mahoney, Vice President

#### <u>ACKNOWLEDGMENT</u>

STATE OF INDIANA )
COUNTY OF MARION )

Before me, a Notary Public, in the for said county and state, personally appeared Michael Mahoney, known to me to be a Vice Presiden, of NBD BANK, N.A., a national banking association, Assignee aforesaid, and having been first duly sworn, acknowledged the execution of the foregoing First Amended and Restated Assignment of Leases for and on behalf of said association.

Witness my hand and Notarial Seal this 3/ dzy of March, 1997.

Notary Public - Signature

Notary Public - Printed

My Commission Expires:

My County of Residence Is:

11/15/2000 Home 1400

This instrument prepared by Donald K. Densborn, Attorney-At-Law, JOHNSON, SMITH, PENCE, DENSBORN, WRIGHT & HEATH, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.

# Address UNOFFICIAL COPY

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PARCEL 1: // 30 - 20 - C' THAT PART OF THE HORTH EAST 1/4 OF SECTION 36. TOWNSHIP 39 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1990 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS POLIONS:

COMMENCING AT THE INTERSECTION OF THE MORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY. AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AM ASSIGNED AZIMITH OF 270 DEGREES ON MINUTES OF SECONDS ALONG THE NORTH LINE OF SAID 3574 TREET, 526.77 FEET; THENCH ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 seconds. 414.60 feet to a point on the easterly extension of the centerline of a 24" CONCRETE POUNDATION WALL FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH UF OF OFFIRES OF MINUTES OF SECONDS, 386.74 FEET: THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, \$3.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS. 63.74 PRET: THENCE ON AN AZEMBUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEIT; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THEICE NORTHEASTERLY ALONG A TANGENTIAL CURVE CORCAVE TO THE NORTHWEST, RADIUS 200 11 FEST, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 13 SECONDS. 33.91 FEET; THENCE ON AN AZIMITH OF 36 DEGREES IS MINUTES OF SECONDS, 275.76 PETT TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CARAL; THERE ON AN AZIMOTH OF 250 DEGREES 27 MINUTES 00 SECONDS ALONG SAID SOUTHERLY LINE, 976.31 FEET TO THE FORTHEAST CORNER OF LOT 4 IN CAMPBELL SOUP CCMPANY'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 36, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 24 1957 AS DOCUMENT NUMBER 16966716; THENCE south thiough the following ten coerses along the east lines of said campbell Soup company's subdivision; thence on an azimuth of 214 degrees 13 minutes 38 SECONDS, 165.36 FEET; THENCE ON AN AZZMUTH OF 279 DEGREES 59 MINUTES 53 SECONDS, 311.98 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES S MINUTES 10 SECONDS, 18.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES OF MINUTES OF SECONDS, 94.00 FEET: THENCE ON AN AZIMUTH OF 30 DEGREES 00 MINUTES 00 SECONDS, 23.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES OF MINUTES OF SECONDS, 106.60 PEST; THENCE ON AN AZIMUTH OF 236 DEGREES OF MINUTES 50 SECONDS, 49.39 FEET: THENCE ON AT AZIMUTH OF 180 DEGREES OF MINUTES OF SECONDS, 127.65 FEET; THENCE ON AN AZZMOTH OF 270 DEGREES 00 MINUTES 00 SECONDS, 3.99 FEET: THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES OF SECONDS, 125.00 FEET TO THE MORTH LINE OF WEST 35TH STATET AFORESAID; THENCE EAST ALONG SAID NORTH LINE, 227.45 FEET; THENCE ON AN AZIMATIA OF OO degrees of minutes of seconds, 140/24 feet; thence on an azimuth of the degrees 01 MINTTES 00 SECONDS, 13.84 FEET: THENCE ON AN AZEMUTH OF 00 DEGREES (). MINUTES 00 SECONDS, 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES OI MINUTES OO SECONDS, 4.40 FEET; THENCE ON AN AZIMOTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 38.00 FEET TO THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES OF SECONDS, ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 354.30 FEET TO THE POINT OF REGINNING.

PARCEL 2: LOTS 2 AND 4 IN CAMPBELL SOUP CAMPANY'S SUBDIVISION OF PART OF THE BORTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 BORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIHOIS, RECORDED JULY 24, 1957 AS DOCUMENT BUMBER 16966716.

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#### PARCEL 3:

EASEMENT FOR USE OF RAILROAD TRACKS OVER THAT PART OF THE MORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 MORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCYANT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

CONCENCING AT THE INTERSECTION OF THE MORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLIHOIS, 33 PERT NORTH OF THE SOUTH LINE OF SAID NOPATAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SCOTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED HOPTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES OF MINUTES OF SFOONDS ALONG THE NORTH LINE OF SAID 35TH STREET. 526.77 FEET; THENCE ON AN ADMOTH OF OO DEGREES OI MINUTES OO SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WPLL; THENCE CONTINUING ON AN AZIMOTH OF 00 DEGREES OF MINUTES OF SECONDS, 307.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES, 21 HINUTES, 52 SECONDS 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 63.7 FUET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FAST; THEMIS ON AN AZIMITH OF 68 DEGREES 15 HIMOTES 58 SECONDS, 43.44 PEG; THENCE HORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RIGIUS 295.11 FEET, CENTRAL ANGLE 16 DEGREES 28 MINUTES 35 SECONDS, 95.47 PEST; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 PELT; THENCE ON AN AZIMOTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 26.27 FRET FOR A FOINT OF BEGINNING; THERCE CONTINUING ON AN AZIMOTH OF 36 DEGREES 15 MINOTES 07 SECONDS, 130.26 FEET; THENCE ON AN AZZMOTH OF 57 DEGREES 12 MINORS 25 SECONDS, 132.04 FEET; THENCE ON AN AZIMUTH OF 22 DEGREES 23 MINORES 24 SECONDS, 52.47 FEST TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 68 DEGREES 27 MINUTES SO SECONDS ALONG SAID SOUTHERLY LINE, 73.39 PEET TO ITS INTERSECTION WITH THE WEST LINE OF CAMPBELL AVENUE AFORESAID AS DEDICATED SEPTEMBER 1, 1904 / MON VACATED) PRODUCED NORTH; THENCE CONTINUING ON AN AZIMUTH OF 68 DEGALES 27 MINUTES OF SECONDS, 14.34 FEET; THENCE ON AN AZIMITH OF 182 DEGREES 3, MINUTES 01 SECONDS, 7.68; THENCE SOUTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 204.63, CENTRAL ANGLE 7 DEGREES 34 MINUTES 06 SECONDS, 27.03 FEET; THENCE ON AN AZIMUTH OF 214 DEGREES 41 MINUTES 06 SECORDS, 17.55 FEET TO THE WEST LINE OF CAMPBELL AVENUE AFORESAID, THENCE ON AN AZIMUTH 216 DEGREES OF MINUTES 54 SECONDS, 104.47 FEST; THENCE ON AN AZIMUTH OF 239 DEGREES 58 MINUTES 04 SECONDS, 247.73 FEET TO THE POINT OF BEGINNING.

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PARCEL 4:

MASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOUP COMPANA'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID MORTIGAST 1/4 OF SECTION 35, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NOWTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES OO MINUTES OO SECON'S ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET: THENCE ON AN ASSMOTH OF OO DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON 1912 PASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL! THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 186 74 FEET; THENCE ON AN AZIMOTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 PEET; THENCE ON AH AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 PRET FOR A POINT OF BEGINNING; THEREE ON AN AZIMUTH OF 339 DEGREES 14 COUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 66 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE HORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE MORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 PEET: THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES OF SECONDS. 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE JILINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 158 DEGREES 27 ILLEGIES 00 SECONDS, 50.00 FEET; THENCE ON AN AZIMOTH OF 200 DEGREES 53 MINUTES 20 SECONDS, 342.51 FEST; THENCE ON AN AZIMUTH OF 242 DEGREES 07 ALNUTES 22 SECORDS, .100.00 FEST TO THE POINT OF BEGINNING.

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PARCEL 5:

RASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THE SOUTH 160 FEET OF THE WEST 30 FEET OF LOTS 2,3,4,5 AND PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) BEING A SUBDIVISION OF PART OF THE MORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 MORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452 ALSO PART OF THE FURTHEAST QUARTER OF SECTION 36, TOWNSHIP AND RANGE AFORESAID, TAXEN AS A TRACT, IN COCK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF (RICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SCUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED MURITH: THENCE WEST ON AN ASSIGNED AZIMOTH OF 270 DEGREES OF MINUTES OF SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET. 526.77 FEET; THENCE ON AT ALIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS. 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL: THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 526.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 YEST; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83. 14 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FATT; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FET? THENCE MORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, PADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET, THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76 FERT TO THE SCOTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CARCLY BEING ALSO THE RIGHT -OF-WAY LINE FOR EXPRESSWAY ACCORDING TO DOCUMENT, NO. 19024366, RECORDED JANUARY 17, 1964; THENCE ON AN AZIMUTH OF 68 DEGREES 27 MINUTES 00 SECONDS ALONG SAID RIGHT-OF-WAY LINE 152.77 FEET; THENCE ON AN AZIMUTH OF 182 DEGREES 59 MINUTES 01 SECONDS, 7.68 FEST; THENCE SOUTHEFLY ALONG A TANGENTIAL CURVECONCAVE TO THE WEST, RADIUS 204.63FEST, CENTRAL ANGLE 07 DEGREES 34 MINUTES OF SECONDS, 27.03 FEET; THENCE ON AN AZIMUTH OF 214 DEGREES 41 MINUTES OF SECONDS, 17.55 FEET TO THE AFOREMENTIONED WEST LINE OF SOUTH CAMPBELL AVENUE PRODUCED HORTH; THENCE ON AN AZIMUTH OF 180-DEGREES 18 MINUTES OO SECONDS ALONG SAID WEST LINE, 164.69 PEET TO THE MORTHWEST CORNER OF LOT 4 AFORESAID; THENCE ON AN AZIMPTH OF 90 DEGREES 18 MINUTES OO SECONDS ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 30.00 FEST TO THE MORTHEAST CORNER THEREOF; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES OO SECONDS ALONG THE EAST LINE OF LOTS 4.5 AND 3, A DISTANCE OF 1129.84 PERT TO THE HORTH LINE OF WEST 35TH STREET; THENCE ON AN

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