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ASSIGNMENT OF LEASES, RENTS AND CONTRACT RIGHTS

THIS ASSIGNMENT OF LEASES, RENTS AND CONTRACT RIGHTS (the "Assignment") made as of the 20th day of August, 1998, by THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST NUMBER 1067545, whose address is 171 N. Clark Street, Chicago, Illinois 60601 (the "Assignor"), in favor of and for the benefit of BARNETT BANK, N.A., a national banking association, whose address is 101 East Kennedy Boulevard, Tampa FL 33602 (the "Assignee") (which term as used in every instance shall include the Assignee's successors and assigns).

WITNESSETH:

contemporaneously Cherewith. the Assignor executed and delivered to the Assignee a certain promissory note in the principal sum of ONE MILLION PAREE HUNDRED THOUSAND AND (\$1,300,000,00) (the NO/100THS DOLLARS "Note"), secured by property owned by Assignor including a mortgage (the "Mortgage") on the premises of the Assignor located in Cook County, Illinois, more particularly described in Exhibit (Λ) annexed hereto, together with all buildings and improvements now or hereafter constructed thereon (all of such premises and improvements being hereinafter collectively referred to as the "Mortgaged Premises"); and

WHEREAS, as additional security for the Note and the obligations of the Assignor thereunder, the Assignor has executed and delivered to the Assignee this Assignment of Leases, Rents and Contract Rights;

NOW, THEREFORE, for value received and as security for the payment of said obligations of the Assignor, the Λ ssignor, for

THIS INSTRUMENT PREPARED BYMAN, (1) ADDRESS OF THE PREMISES: AND AFTER RECORDING RETURN TO: 1951 Lively Boulevard Marion P. Mathiason, Esquire Elk Crove Village, IL Annis, Mitchell, Cockey, 08-34-300-051

Edwards & Rochn, Post Office Rox (133) Tampa, Florida 33604

Lawyers Title Insurance Corporation

itself and for its successors and assigns, does hereby absolutely transfer, assign and deliver unto the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to (1) all leases, subleases, tenancies and any other agreements affecting the use of the Mortgaged Premises, whether written or oral, now or hereafter existing with respect to any portion or portions of the Mortgaged Premises, including, without limitation, that certain lease agreement between Assignor, as landlord, and McNichols Company, an Ohio corporation, as tenant, effectively dated July 1, 1994 (the "McNichola Lease"), together with any renewals or excensions thereof and all leases, subleases, tenancies and such agreements in substitution therefor (all of which see hereinafter collectively referred to as the "Assigned Leases"), (2) all rents and other payments of every kind due or payable and to become due or payable to the Assignor by virtue of the Assigned leases, or otherwise due or payable and to become due or payable to the Assignor as the result of any use, possession or occupancy of any portion or portions of the Mortgaged Premises, (3) all right, title and interest of the Assignor in and to all guarantees of the Assigned Leases, (4) any award made in any court proceeding involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and (5) all contracts, permits and other documents more particularly described in paragraph 3 that affect the Mortgaged Premises.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, until such time as the indebtedness secured by the Mortgage shall have been paid in full, for the purpose of further securing (1) payment of the indebtedness evidenced by the Note together with the interest on said indebtedness; (2) payment of all other sums, with interest thereon, to become due and payable to the Assignee hereunder or under the provisions of the Mortgage, the Note, or any other obligation of the Assignor to the Assignee now or hereafter existing; and (3) performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, or in the Note, Mortgage or any other obligation of, the Assignor to the Assignee now or hereafter existing (this Assignment, the Mortgage, the Note and said other obligations are hereinafter collectively referred to as the "Obligations").

This instrument of Assignment is delivered and accepted upon the following terms and conditions:

1. Assignor's License to Operate if no Default.

So long as no default shall exist under the obligations and so long as an event of default by McNichols Company or any other tenant does not exist pursuant to the Assigned Leases, the Assignor shall have a license to manage and operate the Mortgaged

Premises and collect, receive and apply for its own account all rents, issues and profits accruing by virtue of the Assigned Leases, and to execute and deliver proper receipts and acquittances therefor, provided, however, that without the written consent of the Assignee the Assigner shall not collect any installment of rent in advance of the respective dates prescribed in the Assigned Leases for the payment thereof other than one (1) month advance rental in the form of a security deposit for the last month of any lease term (hereinafter referred to as "Permitted Advance Rental Payments").

2. Assignee's Rights in Event of Default.

- 52.1 Immediately upon the occurrence of any default under the obligations or an event of default by McNichols Company or any other tenant pursuant to the Assigned Leases, and until such default thall have been cured as hereinafter defined, the Assignor's right to operate the Mortgaged Premises shall cease and terminate and in such event the Assignee is hereby expressly and irrevocably authorized at its option to either or both of the (a) enter and take possession of the Mortgaged following: Premises by actual physical possession, without authorization, notice or demand (except as otherwise specifically provided in the Note or required as a marter of Illinois law) and without the commencement of any action to foreclose the Mortgage except to the extent required as a matter of Illinois law, or (b) notify the tenants under the Assigned Leases that all rental payments are to be paid directly to Assignce who shall at its sole option either apply all or a portion of such amount to the outstanding balance of the Note or to disburse all or a portion for the operation and management of the Mortgaged Premises.
- 2.2 The Assignor does hereby irrevocably constitute and appoint the Assignee upon the occurrence of a default under the obligations, with full power of substitution and revocation, its true and lawful attorney, for it and in its came, place and stead, to do and perform any or all of the following actions, as fully, to all intents and purposes, as it could do if personally present, hereby ratifying and confirming all that its said attorney or its substitute shall lawfully do or cause to be done by virtue hereof provided, however, that none of the ichowing actions shall be construed as constituting Assignee a Mortgagee in possession in the absence of actually taking possession of the Mortgaged Premises:
- (a) manage and operate the Mortgaged Premises or any part thereof,
- (b) lease any part or parts thereof for such periods of time, and upon such terms and conditions as the Assignee may, in its sole discretion, deem proper;

(c) enforce, cancel or modify any of the Assigned Leases;

- (d) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents, issues, profits and other amounts that may then be or may thereafter become due, owing or payable with respect to the Mortgaged Premises or any part thereof from any present or future lessees, tenants, subtenants or occupants thereof;
- (e) institute, prosecute to completion or compromise and settle, all summary proceedings, actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Mortgaged Premises or any part or parts thereof;
- (f) enforce or enjoin or restrain the violation of any of the terms, provisions and conditions of any lease or leases, now or hereafter affecting the Mortgaged Premises or any part thereof;
- (g) make such repairs and alterations to the Mortgaged Premises as the Assignee may, in its reasonable discretion, deem proper;
- (h) pay, from end out of rents, issues and profits collected in respect of the Mortgaged Premises or any part thereof, or from or out of any other funds, the rent and all other charges required to be paid under any ground lease on which the Mortgage may constitute a lien, any taxes, assessments, water rates, sewer rates, or other government charges levied, assessed or imposed against the Mortgaged Premises, or any portion thereof, and also any and all other charges, costs and expenses which Assignee may deem necessary or advisable for the Assignee to pay in the management or operation of the Mortgaged Premises, including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereinafter conferred) the costs of such repairs and alterations, commissions for renting the Mortgaged Premises or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services that may be required; and
- (i) generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Mortgaged Premises, as fully as the Assignor might do, provided, however, that any action, or failure or refusal to act, by the Assignee under this subparagraph 2.2 shall be at its election and without any liability on its part.

- 2.3 Pursuant to subparagraph 2.1, Assignee shall at its option apply the net amount of rents, issues and profits received by it from the Mortgaged Premises, to all or any one of the following options: (a) payment, when due, of the installments of interest payable under the Note and thereafter to the payment of the outstanding principal balance of the Note and (b) payment of proper costs and charges associated with the operation and management of the Mortgaged Premises. Any of such funds remaining after such application shall be paid as soon as reasonably practicable by the Assignee to the Assignor or paid over to such persons as the Assignor may designate to the Assignee in writing.
- 2.4 The Assignee shall be accountable to the Assignor only for monies actually received by the Assignee pursuant to this Assignment and the acceptance of this Assignment shall not constitute a satisfaction of any indebtedness, liability or obligations, or any part hereof, now or hereafter owed by the Assignor to the Essignee, except to the extent of amounts actually received and applied by the Assignee on account of the same.
- 2.5 The rights and powers of the Assignee hereunder shall continue and remain in full force and effect until all amounts secured hereby, including any deficiency resulting from foreclosure sale, are paid in full, and shall continue after commencement of foreclosure. Assignee shall not be liable to Assignor or any one claiming under or through Assignor by reason of anything done or left undone by Assignee hereunder.
- 2.6 For the purposes of this paragraph 2, a default shall be deemed to be cured only when the Assignor shall have paid in full all sums owing and past due, and/or shall have performed all other terms, covenants and conditions, the failure in the performance of which shall terminate the license hereinabove mentioned in paragraph 1 hereof.

3. Additional Collateral and Security.

As additional collateral and security for the payment of the indebtedness evidenced by the Note and for the payment of each and every of the covenants and agreements contained in the Mortgage and every other instrument evidencing, securing or executed in connection with the Note (collectively, the "Loan Documents"), the Assignor hereby grants Assignee a security interest in and to all present and future profits, income and issues from the Mortgaged Premises and each and every part and parcel thereof, and also all present and future right, title and interest of the Mortgagor under and by virtue of each and every franchise, license, permit, leases, contract for deed, reservation agreement, or purchase and sale agreement ("purchase agreements"), loan commitments, management agreement, accounts, instruments, documents, chattel paper, general intangibles now owned or

hereafter acquired, or any other document or contractual right, written or verbal, covering or affecting any part or parcel of the Mortgaged Premises, whether any of such is now or hereafter made, and any and all amendments to or modifications, extensions or renewals of any of same. Assignor hereby warrants that there are no contracts for deed, purchase agreements or leases affecting the Mortgaged Premises as of the day and year first above written nor shall there be any in existence on the date of recordation of the Mortgage and other instruments of security, except the McNichols Lease. Assignor further warrants that it has not executed, nor will it execute at any time during the term of the Note, any other assignments or instruments further encumbering the items described above.

4. Octornment by Lessees in Event of Default.

The Assignor hereby irrevocably directs each lessee under each Assigned Lease, upon demand and notice from the Assignee of the Assignor's default under any of the Obligations, or upon a default by McNichols Company or any other tenant pursuant to the Assigned Leases, to pay the Assignee all rents, issues and profits accruing or due under its Assigned Lease from and after the receipt of such demand and notice. Any Lessee making such payment to the Assignee shall be under no obligation to inquire into or determine the actual existence of any such default claimed by the Assignee.

5. Covenants of Assignor.

The Assignor, for itself and for its successors and assigns, covenants and represents as follows:

- (a) that each of the Assigned Leases now or hereafter in effect is and shall be a valid and subsisting lease and that there are, to the extent ascertainable by the Assignor, no defaults on the part of any of the parties thereto;
- (b) that the Assignor will not lease all or any part of the Mortgaged Premises without the prior written approval by Assignee of the prospective tenant and of all lease documents to be executed by Assignor and tenant;
- (c) that the Assignor has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues or profits from the Mortgaged Premises or any part thereof, whether now or hereafter to become due, to any person, firm or corporation other than the Assignee;
- (d) that no rents, issues or profits of the Mortgaged Premises, or any part thereof, becoming due subsequent to the date hereof have been collected (other than Permitted

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Advance Rental Payments) nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised;

- (e) that it will not assign, pledge or otherwise encumber any of the Assigned Leases or any of the rents thereunder;
- (f) that it will not, without in each case having obtained the prior written consent of the Assignee thereto, amend or modify, directly or indirectly in any respect whatsoever cancel, cerminate, or accept any surrender of any Assigned Lease;
- (g) that it will not waive or give any consent with respect to any default or variation in the performance of any of the terms covenants and conditions on the part of any lessee, sublessee, tenant or other occupant to be performed under any of the Assigned Leases but will at all times take proper steps to enforce all of the provisions and conditions thereof;
- (h) that it will not collect or receive, without in each case having obtained the prior written consent of the Assignee thereto from any such lease, sublessee, tenant or other occupant, any installment of rent in advance of the respective dates prescribed in the Assigned Leases, except for Permitted Advance Rental Payments;
- (i) that it will perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions on its part to be performed and observed with respect to each of the Assigned Leases;
- Assignee, while this Assignment remains in force and effect, give such written notices upon any lessee, sublesset, tenant or other occupant of any portion of the Mortgaged Premises concerning this Assignment, or include among the written provisions of any instrument hereafter creating any such lesse, sublesse tenancy or right of occupancy specific reference to this Assignment, and make, execute and deliver all such powers of attorney, inscruments of pledge or assignment, and such other instruments or documents as the Assignee may reasonably request at any time for the purpose of securing its rights hereunder; and
- (k) that at all times during which this Assignment shall be in effect, the Assignor will use its best efforts to keep the Mortgaged Premises fully rented at the highest possible rentals obtainable.

6. <u>Indemnification</u>.

- 6.1 The Assignor hereby agrees to indemnify and hold the Assignee harmless (a) against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur under or in connection with any of the Assigned Leases, or by reason of any of the obligations, or by reason of any action taken by the Assignee under any of the obligations (including without limitation any action which the Assignee in its discretion may make to protect its interest in the Mortgaged Premises, including without limitation the making of advances and the entering into of any action or proceeding arising out of or connected with the Assigned Leases or the obligations), and (b) against and from any and all claims and demands whatsoever which may be asserted against the Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Leases.
- 6.2 Should the Assignee incur any such liability, loss, damage or expense, the amount thereof, together with interest thereon at the lesser of (a) eighteen percent (18%) per annum and, (b) the maximum rate permitted by law, shall be payable by the Assignor to the Assignee immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefor out of any rents, issues or profits of the Mortgaged Premises collected by the Assignee.
- 6.3 Nothing contained legal shall operate or be construed to obligate the Assignee to perform any of the terms, covenants or conditions contained in any Assigned Lease, or to take any measures, legal or otherwise, to enforce collection of any of said rents or other payments, or otherwise to impose any obligation upon the Assignee with respect to any of said leases, including but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained, in the event that any lessee shall have been joined as a party defendant in any action to foreclose the Mortgage and the estate of such lessee shall have been thereby terminated.
- 6.4 Prior to actual entry in taking possession of the Mortgaged Premises by the Assignee, this Assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Mortgaged Premises, and the execution of this Assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Premises is and shall be that of the Assignor prior to such actual entry and taking of possession.

7. Exercise of Remedies.

Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this Assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee shall have under or by virtue of any other of the Obligations. The rights and remedies of the Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient. Assignee may proceed to exercise its rights against any or all of the collateral described in the Loan Locuments in any order that Assignee elects, including proceeding against all of the collateral at one time or proceeding against part of the collateral and subsequently proceeding against other parts of the collateral, or not proceeding against other parts of the collateral. Each portion of the collateral is security for the entire indebtedness evidenced by the Note. Accordingly, Assignee may proceed against any part, or all, of the ot h. Colling Clarks Office collateral for the rapayment of the entire indebtedness evidenced by the Note and the other obligations secured by the Loan Documents.

8. Assignment by Assignee.

The Assignee shall have the right to assign to any subsequent holder of the Mortgage, or to any person acquiring title to the Mortgaged Premises, the Assignor's rights, title and interest in any lease hereby or hereafter assigned, subject, however, to the provisions of this Assignment. After the Assignor shall have been barred and foreclosed of all right, title and interest in the Mortgaged Premises, no assignee of the Assignor's interest in said leases shall be liable to account to the Assignor for any rents, income, revenue, issues or profits thereafter accruing.

9. Termination of this Assignment.

Upon payment in full of all the indebtedness secured by the Mortgage as evidenced by a recorded satisfaction or release of Mortgage, as well as any sums which may be payable hereunder, this Assignment shall become and be void and of no force and effect. In that event, upon the request of the Assignor, the Assignee covenants to execute and deliver to the Assignor instruments effective to evidence the termination of this Assignment and/or the ressignment to the Assignor of the rights, power and authority granted herein.

10. No Merger of Assigned heases.

As against the Assignee, at all times during which this Assignment shall be in effect, there shall be no merger of the Assigned Leases or the leasehold escars created thereby with the fee estate in the Mortgaged Premises by reason of the fact that the Assigned Leases or any interest therein may be held by or for the account of any person, firm or corporation which may be or become the owner of said fee estate, unless the Assignee shall consent in writing to said merger.

11. Notice.

Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or by courier service such as Federal Express, addressed to the party to receive such Notice at the following addresses:

Assignor:

The Chicago Trust Company, Successor Trustee To Chicago Title and Trust Company not individually but solely as Trustee Under Trust Agreement known as Trust Number 1067545

c/o McNichols Company ATTN: Eugene McNichols P. 0. Box 30300 Tampa, FL 33630-3330

Assignee:

Barnett Bank, N.A. ATTN: Joe Caballero, V.P. 101 East Kennedy Boulevard Tampa, FL 33602

Any party may change said address by giving the other parties hereto notice of such change of address. Notices shall be deemed given three business days from the date of mailing by United States postal service as described above, or upon receipt by Assignor or a representative thereof if sent by a courier service.

12. Further Assurances.

At any cime, upon completion of the improvements to be erected on the Mortgaged Premises or thereafter, Assignor will make, execute and deliver or cause to be made, executed and delivered all instruments or documents of any kind necessary to assign any and all leases of all or part of the Mortgaged Premises and the rights to rents and all payments due thereunder which assignments shall be subject to the terms and conditions of this Assignment of Leases, Rents and Contract Rights.

13. Subordination of Leases.

All leases, subleases, terancies and other agreements affecting the use of the Mortgaged Tremises now or hereafter existing shall be subordinate to that certain Mortgage and Security Agreement of even date herewith as Tereinabove defined.

14. Waiver of Jury Trial.

INTENTIONALLY ASSIGNOR HEREBY KNOWINGLY, VOLUNTARILY AND WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS ASSIGNMENT, THE NOTE, THE MORTGAGE, OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN, OR ANY OTHER STATEMENTS OR ACTIONS OF ASSIGNOR OR ASSIGNEE. ASSIGNOR ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS ASSIGNMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. ASSIGNOR FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER IS A MATERIAL INDUCEMENT FOR ASSIGNEE TO MAKE THE LOAN AND ENTER INTO THIS ASSIGNMENT AND EACH OF THE OTHER LOAN DOCUMENTS, AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF THE LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

15. Miscellaneous Provisions.

- 15.1 Whenever the context so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.
- 15.2 All of the provisions of this Assignment of Leases, Rents and Contract Rights shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.
- 15.3 This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois (including, without limitation, its usury laws and the Uniform Commercial Code as adopted in Illinois).
- 15.4 % change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignee shall have consented thereto in writing.
- 15.5 In the event there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this Assignment, the terms and provisions of this Assignment shall prevail.
- 15.6 The terms, coverants and conditions contained herein shall inure to the benefit of, and bind the Assignee and the Assignor and their respective seccessors and assigns or executors, administrators, successors and assigns, as the case may be.
- 15.7 The captions of this Assignment are for convenience and reference only and neither is any way define, limit, or describe the scope or interest of this Assignment nor in any way affect this Assignment.
- 15.8 In case any one or more of the provisions contained in this Assignment are, or shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

 CHICAGO THE LAND TRUST COMPANY
- SUCCESSOR TRUSTEE TO

 15.9 This Assignment is executed by AThe Chicago Trust
 Company, Successor Trustee To Chicago Title and Trust Company, not
 individually but solely as Trustee aforesaid, in the exercise of
 the power and authority conferred upon and vested in it as such
 Assignor, and it is expressly understood and agreed that nothing

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CHICAGO TITLE LAND TRUST COMPANY

UNOFFICIAL COPY

Therein contained shall be construed as creating any liability on the Chicago Trust Company, Successor Trustee To Chicago Title and Trust Company personally to perform any covenant either expressly or impliedly herein contained, all such personal liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right hereunder; said Assignee and every person now or hereafter claiming any right hereunder agreeing to look solely to the Premises and to any other collateral security with respect to the obligations secured hereby and to any guarantor or other party liable for payment and performance of the obligations of such Trustee hereunder. Notwithstanding the foregoing, nothing herein contained shall operate or be deemed to impair, invalidate, avoid or negate the covenants, undertakings, agreements and representations of The Chicago Trust Company, Successor Trustee To Chicago Title and Trust Company in its capacity as Trustee as aforesaid.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed by its officers, thereunto duly authorized, on the day and year first above written. CHICAGO TITLE LAND TRUST COMPANY

WITNESSETH:

Attest:

THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TRUST COMPANY NOT

750/1/Co

TRUSTED UNDER TRUST AGREEMENT

KNOWN TRUST NO. 1067745

SUCCESSOR TRUSTEE TO...

CORPORATE

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3841-026-519980.06

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STATE OF	4/	١	ALIAAMA TERLET LANDS PER TO ANALYS
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COUNTY OF	CUOPS)	SUCCESSOR TRUSTEE TO
certify that be the SUCCESSOR TRUSTEE TO Come to be to foregoing it severally, aigned and come and SUCCESSOR Trust No. 10 CHICAGO TIT aforegoid for	TRUSTEE TO NF. APTUS HICAGO TITI THE Same ponstrument, acknowledge A MICHEL A Vered so TRUSTEE TO	CHICAGO perso of CHI E AND TRU ersons wh appeared and aid instr C O CHICAGO y as Trus the free str COMPAN and purpo	of THE CHICAGO TRUST COMPANY, TITLE AND TRUST COMPANY, and mally known to me to be the schicago Trust Company, successor ist company and personally known to ose names are subscribed to the before me this day in person and t as such JACQUELINE LOFTUS, they ument as f said THE CHICAGO TRUST COMPANY, TITLE AND TRUST COMPANY, not tee under Trust Agreement known as and voluntary act and deed of said y in such capacity as Trustee as oses therein set forth. official seal, this Chicago Actary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 322 in Cen
being a subdivis.
Section 34, Townsh.
of the Third Frinc
County, Illinois.

Office

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3841-026-519880.07