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Document prepared by and after recording to be returned to:

Andrew S. Cohen, Esq. Holleb & Coff 55 E. Monroe. **Suite 4100** Chicago, IL 60603

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#### <u>ASSIGNMENT OF RENTS AND LEASES</u>

THIS ASSIGNMENT OF RENTS AND LEASES (hereinafter this "Assignment") is made as of January 13, 1998 by COLE TAYLOR BANK, not personally, but solely as Trustee under Trust Agreement dated January 1, 1998 and known as Trust No. 987778 ("Trust"), with a mailing address of 850 W. Jackson Blvd., Chicago, Illinois 60607, and THOMAS W. THOMPSON ("Thompson"), whose mailing address is 2416 South Archer, Chicago, Illinois 60616 ("Beneficiary"; Trust and Beneficiary are sometimes hereinafter collectively referred to as "Assignor") to COLE TAYLOR BANK, an Illinois Barking Association ("Lender"), whose mailing address is 850 W. Jackson Blvd., Chicago, Illinois 49607, Attention: John J. Dvorak. -10/4'5

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#### RECITALS

WHEREAS, Assignor has executed and delivered to Lender a Promissory No.2 of even date herewith (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the "Mortgage Note") evidencing a debt oved by Borrower to Lender (the "Mortgage Loan"), wherein Borrower promises to pay to the order of Lender the principal amount of One Million Eight Hundred Fifty Thousand and No/100 Dollars (\$1,850,000.00); which Mortgage Note is due and payable on or before the Maturity Date (as defined in the Mortgage Note) which Mortgage Note is secured that certain Mortgage. Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "Mortgage") of even date herewith executed by Beneficiary and Trust granting a first lien on the real estate described in Exhibit "A" attached thereto (the "Premises");



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WHEREAS, Lender has entered into a Loan and Security Agreement (as amended, supplemented restated, renewed, refinanced or modified from time to time, the "Loan Agreement") dated as of December 5, 1997 with CORPORATE STORAGE, INC., an Illinois corporation, DBJM HOLDING, INC., an Illinois corporation, NU-WAY RELOCATION SERVICES, INC., an Illinois corporation, and DAVID'S TRANSPORTATION GROUP, INC., an Illinois corporation (together with each of their successors and assigns, hereinafter referred to collectively as the "Corporate Borrowers") pursuant to which Lender has made a revolving term loan in maximum principal amount of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) (the "Term Loans"; the Term Loans together with the Mortgage Loan are hereinafter collectively referred to as the "Loan") to the Corporate Borrowers, jointly and severally. Beneficiary has derived and expects to continue to derive direct and indirect benefits from the Term Loans made to the Corporate Borrowers by Lender; Lender is requiring Beneficiary to pledge all of the collateral obtained in connection with the Loan as additional collateral for the Term Loans and Borrower has agreed to such requirement. As security for the repayment of in: Term Loans, in addition to the Loan Agreement, certain other loan documents have been executed and delivered to Lender including but not limited to that certain Term Note (the "Term Note"; the Term Note together with the Mortgage Note is hereinafter referred to as the "Note"; of even date with the Loan Agreement made by the Corporate Borrowers in favor of Lender wherein the Corporate Borrowers promise to pay to the order of Lender the maximum principal amount of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) in repayment of the Term Loans from Lender, together with interest thereon at variable rates, as set forth in the Term Note, which Term Note is due and payable on or before the Term Loan Termination Date (as defined in the Loan Agreement).

WHEREAS, as security for the repayment of the Mortgage Loan, in addition to this Assignment, certain other loan documents have been executed and delivered to Lender (the Note, this Mortgage, that certain Collateral Assignment of Peneficial Interest in Land Trust and Security Agreement of even date herewith executed by Beneficiary and all other documents or instruments executed and/or delivered as additional evidence ci, or security for repayment of, the Mortgage Loan, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, are hereinafter sometimes collectively referred to as the "Mortgage Loan Documents"; the Mortgage Loan Documents together with the Loan Agreement and the Related Documents (as defined in the Loan Agreement) are hereinafter collectively referred to as the "Loan Documents"). The terms and provisions of the other Loan Documents are hereby incorporated herein by this reference.

WHEREAS, as security for the repayment of the Loan, in addition to the outer Loan Documents, Lender requires that Assignor execute and deliver to Lender this Assignment.

#### THE GRANT

NOW, THEREFORE, as further security for the repayment of the Loan and in consideration of the matters recited hereinabove. Assignor does hereby sell, assign and transfer to Lender all of Assignor's right, title and interest in, to and under, together with all rents, issues, deposits and profits now due and which may hereinafter become due, under or by reason of any lease or any letting of, or any agreement for the use, sale, or occupancy of the Premises or any portion thereof (whether written or verbal), which may have been heretofore or may hereafter be made or agreed to or which may be made or agreed to by Lender under the powers herein granted, including without limitation sale contracts, escrow and other agreements, it being Assignor's intention hereby to establish an absolute transfer and assignment of all such leases, contracts and agreements pertaining thereto (such leases, contracts and agreements being collectively referred to hereinbelow as "agreements" and any such individual lease, contract, escrow or other agreement being referred to hereinbelow as an "agreement"), and all the avails thereof, to Lender; and

Assignor does hereby in evocably appoint Lender as its true and lawful attorney in its name and stead (with or without trking possession of the Premises) to rent, lease, let or sell all or any portion of the Premises to any party or parties at such price and upon such terms as Lender in its sole discretion may determine, and to collect all of such rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing on the Premises, with the same rights and powers and subject to the same immunities, evoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Lender a power coupled with an interest and it cannot be OH'S C revoked by Assignor.

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#### **GENERAL AGREEMENTS**

Available Rents. Assignor represents and agrees that no rent for right of future possession has been or will be paid by any person in possession of any portion of the remises in excess of one installment thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Assignor without the prior written consent of Lender. Assignor waives any right of setoff against any person in possession of any portion of the Premises. Assignor agrees that it will not assign any of such rents, issues, profits, deposits or avails, except to a purchaser or grantee of the Premises.

- 3.2 <u>Lease Modifications/Executions</u>. Assignor shall not agree to any modification or amendment of the terms, or any termination or voluntary surrender, of any lease or agreement, or enter into any new leases, without the prior written consent of Lender; provided, notwithstanding the foregoing, Assignor shall have the right to enter into new residential leases at the Premises without Lender's prior written consent provided such leases are on terms substantially similar to those previously accepted by Assignor and are for terms not to exceed one (1) year in duration.
- 3.3 <u>Management of Premises</u>. At all times while Lender is not in actual possession of the Premises, Assignor shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.
- 3.4 <u>Future Assignments</u>. Assignor further agrees to assign and transfer to Lender all future leases an agreements pertaining to all or any portion of the Premises and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require.
- 3.5 <u>Performance of Lease Obligations</u>. Assignor shall, at its own cost: (i) at all times perform and observe all of the covenants, conditions and agreements of the lessor under the terms of any or all leases or similar agreements affecting all or any part of the Premises; (ii) at all times to enforce and secure the performance and observance of all of the covenants, conditions and agreements of the lessee; under the terms of any or all of said leases or other agreements; (iii) appear in and defend any action or other proceeding arising out of or in any manner connected with said leases and other agreements, and to pay any and all costs of Lender incurred by reason of or in connection with said proceedings, including attorneys' fees and court costs; and (iv) promptly furnish Lender with copies of any notices of default either sent or received by Assignor under the terms of or pursuant to any of said leases or other agreements.
- 3.6 Tenant Certificates. Assignor further agrees to furnish Lender, within ten (10) days of Lender's request, with a written statement containing the cames, spaces and rentals of all lessees of the Premises or any part thereof, and to exercise, within ten (10) days of Lender's request, any rights of Assignor to demand from any lessee a certificate regarding the status of said lessee's lease as may be required to be given by such lessee pursuant to its lease.

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#### **DEFAULTS AND REMEDIES**

4.1 Exercise of Rights. Although it is the intention of Assignor and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein unless and until a "Default" has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other

provisions of the Note, the Mortgage, this Assignment or any of the other Loan Documents provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.

- 4.2 <u>Application of Rents.</u> Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits and avails of the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:
  - (a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, reasonable attorneys' fees and costs, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establishing any claims for amages, and premiums on insurance authorized hereinabove;
  - (b) taxes special assessments, water and sewer charges on the Premises now due or that may hereafter become due;
  - (c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and marrovements of the Premises (including without limitation the cost from time to time of installing or replacing ranges, refrigerators and other appliances or other personal property therein, and of placing the Premises in such condition as will, in the sole judgment of Lender, make them readily rentable or salable);
  - (d) any indebtedness secured by the Mortgage, or either one of them, or any deficiency that may result from any foreclosure sale pursuant thereto; and
  - (e) any remaining funds to Assignor or its successors or assigns, as their interests and rights may appear.
- 4.3 <u>Authorization to Lessees</u>. Assignor does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same without any further notice or authorization by Assignor, and Assignor hereby waives any rights or claims it may have against any lessee by reason of such payments to Lender.
- 4.4 <u>Right of Possession</u>. In the event Lender is authorized under Paragraph 4.1 hereof to exercise its rights hereunder (whether before or after declaration of the entire principal amount secured thereby to be immediately due, before or after institution of legal proceedings to foreclose the lien of the Mortgage, or either one of them, or before or after sale thereunder). Assignor agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the

Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books, records, papers and accounts of Assignor or the then owner of the Premises relating thereto, may exclude Assignor and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Assignor, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of such rents, issues, deposits, profits and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer and actions in distress for rent). Assignor hereby grants to Lender full power and authority to exercise each and every one of the rights privileges and powers herein granted at any and all times hereafter, without notice to Assignor, and with full power to cancel or terminate any lease (and any sublease) or agreement pertaining to the Premises for any cause or on any ground that would entitle Assignor to cancel the same to elect to disaffirm any such lease (and any sublease) or agreement made subsequent to the Mongage or subordinated to the liens thereof, to make all necessary or proper repairs, decorating, rene wils, replacements, alterations, additions, betterments and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Assignor further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees to make all rental payments to Lender.

- 4.5 Indemnity. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or agreements pertaining to the Premises, and Beneficiary shall and does hereby agree to indemnify and hold Lender harmless from and against any and all hability, loss and damage that Lender may or might incur under any such leases or agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings or cender's part to perform or discharge any of the terms, covenants or conditions contained in such leases or agreements. Should Lender incur any such liability, loss or damage under such leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Beneficiary shall reimburse Lender for the amount thereof fincluding without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.
- 4.6 <u>Limitation of Liability</u>. Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth herein. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Assignor.
- 4.7 <u>Nature of Remedies</u>. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of

any of the remedies granted in the Note, the Mortgage or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Continual Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby. in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits and avails of the Premises, by Assignor, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale. until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is viny satisfied before the expiration of any period of redemption. 150 Ox

#### MISCELLANEOUS

5.1 Notices. Any notice that Lender or Assignor may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the terms of Section 5.01 of the Mortgage to the intended recipient thereof at its address hereinabove set forth as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereof.

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

Governing Law: Litigation. This Assignment shall be construed and enforced 5.2 according to the laws of the State of Illinois. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER. IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 5.2.

- 5.3 Rights and Remedies. All rights and remedies set forth in this Assignment are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.
- 5.4 interpretation. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculate, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or includes" are used in this Assignment, they should be interpreted in a non-exclusive manner as though the words ", without limitation," immediately followed the same.
- 5.5 <u>Successors and Assigns</u>. This Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Assignor and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.
- 5.6 Jury Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR FROCEEDING ARISING UNDER OR WITH RESPECT TO THIS ASSIGNMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF ASSIGNOR AND LENDER WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ASSIGNOR OR LENDER MAY FILE A COPY OF

THIS ASSIGNMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF ASSIGNOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

5.7 Trustee Exculpation. This Assignment is executed by Cole Taylor Bank, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon. or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Assignment except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder. Nothing herein contained shall modify or discharge the personal liability expressly assumed by Reneficiary or any guarantor of the Note, and each original and successive holder of the Note accepts the same upon the express condition that no duty shall rest upon said Trustee to sequester the repres, issues and profits arising from the property described in the Mortgage, or the proceeds arising from the sale or other disposition thereof.

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

COLF TAYLOR BANK, not personally,

but is Trustee aforesaid

By:

Vice-President

THOMAS W. THOMPSON

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| STATE OF   |
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| On the Oty day of John 1998, before me personally appeared the above-named COLE TAYLOR BANK, not personally, but as Trustee under Trust Agreement dated January 1, 1998 and known as Trust No. 987778, by Example 1997 and trustee thereof, who swore and acknowledged that being authorized and directed to do so she did sign the foregoing instrument, and that the same is the free act and deed of said trust and his/her free act and deed personally as such trustee. |
| "OFFICIAL SEAL"  MARITZA CASTILLO  NOTARY PUBLIC STATE OF ILLINOIS  NAY Commission Expires 1021.  My commission expires: 10-21-98.   |
| COOK COUNTY CLEAR'S OFFICE   |
|  |

Proberty of Cook County Clerk's Office

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## **UNOFFICIAL COPY**

| STATE OF  | IL   | )    |
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| COUNTY OF | COUR | ) SS |
|           |      | )    |

I. Ensan Er Tekhan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS W. THOMPSON is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 131 day of

"OFFICIAL SEAL".

EHSAN EFTEKHARI

NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 09/04/2001

2 Gitekhan Notary Public

My commission expires: 514/c

Property of Cook County Clerk's Office

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STREET ADDRESS: 2425 S. HALSTED

CITY: CHICAGO COUNTY: COCK

TAX NUMBER: 17-28-111-001-0000

#### LEGAL DESCRIPTION:

A PARCEL OF LASD SITUATED IN THE CITY OF CHICAGO TO WIT: ALL THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THOSE PARTS OF LOTS 3 TO 7, 19 AND 11 IN HAR. L. STEMART'S SUBDIVISION OF LOTS 11 TO 20 BOTH INCLUSIVE, IN SLOCK 2 IN THE SOUR BRANCH ADDITION TO SAID CITY OF CHICAGO; THAT PART OF LOTS I AND 2 IN DAVID REPLYING SUBDIVISION IN THE SOUTH FRACTION OF THE MORTHWEST 1/4 OF SECTION 28, TORREST 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT PART OF LOTS 72, 22, 23, AND 24 IN ADAM MURRAY'S SURDIVISION OF LOTS 15 AND 18 IN HIS SECOND SUPCIVISION IN THE MURRAY'S 15 ACRES IN THE SOUTH FRACTION OF THE SORTHIEST 1/4 OF JAID SECTION 28; THAT PART OF THE SORTH AND SOUTH VACATED alley 15 feet in hidth L(I)G detuzen lots 21 and 22 in said adam merray's subdivision and that part of an easterly and mesterly strip of land 30 feet in WIDTH LYING ON THE NORTH SIDE OF AND IMMEDIATELY ADJACENT TO THE MORTHERLY LINE of the original lot is in said fur! Murbay's second subdivision and the NORTHERLY SIDE OF LOT 2 IN SAID DAVID PREIGH'S SUBDIVISION SAID STRIP OF LAND EXTENDING FROM THE WEST LINE OF SAID JUTH BRANCH ADDITION TO THE ORIGINAL EAST LINE OF HALSTED STREET, TOGETHER WITH PART OF VACATED WAVER STREET IN SAID CITY of Chicago, all of the profesty described Harein Lying in the northwest 1/4 of SAID SECTION 28, BODDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT IN EASTERLY LINZ OF SOUTH HALSTED STATET AT SCUTHEAST ANGLE CORNER OF parcel of land, containing an area of 7009 squary fret more or less which has BEEN CONVEYED BY SUSQUEHAMA COAL COMPANY TO CITY OF CHICAGO BY THE FIRST PARCEL IN THE DEED BEARING DATE OF JANUARY 24, 1933 DOCUMENT 11428961 (WHICH PLACE OF Beginning is in the scutherly line of lot 1 of David Region's Subdivision AFORESAID AND IN THE GENERAL MORTHERLY LINE OF LAND FORMETS CHIED BY GULF, MOBILE AND ONIO HAILRGAD); THENCE NORTH O DEGREES, 54 MINUTES PAST ALONG SAID EAST LINE OF SOUTH HALSTED STREET (WHICH IS THE EAST LINE OF SUIT PARCEL OF LAND CONTAINING 7009 SQUARE FEET MORE OR LESS SO CONVEYED TO THE CITY OF CHICAGO), THROUGH SAID LOT 1 IN DAVID KREIGH'S SUBDIVISION, 207.51 FERT TO GEYLANG Southerly line of south branch of the Chicago River, at northeast angly corner of said last mentioned parcel of land; thence north 67 degrees 52 minutes east Partly tarough said lot 1 of david kreigh's subdivision 41.18 feet to an lagle POINT; THENCE NORTH 86 DEGREES 52 MINUTES EAST PARTLY THROUGH LOT 1 AFORESAIN AND THROUGH LOT 6 AND PARTLY THROUGH LOT 5, SAID TWO LAST MENTIONED LOTS BEING in said east 1. Stepaet scedivision aforesaid, 323.94 feet to bostepest angle corner of parcel of land 30 feet widz which was conveyed by granite improvement COMPANY TO NOX-RUST CHEMICAL CORPORATION BY DEED BEARING DATE OF MARCH 4, 1952 as document 15307405 (the last two courses and distances being along said CENERAL SOUTHERLY LINE OF SOUTH BRANCH OF CHICAGO RIVER); THERCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO THE EASTERLY LINE of Lot 5 Aforesaid; thence easterly along the southerly dock line of the south BRANCH OF CHICAGO RIVER TO A POINT 79 FEET (MEASURED ALONG SAID DOCK LINE) EASTERLY OF THE INTERSECTION OF THE WEST LINE OF LOT 4 IN SAID H. L. STEMART'S SUBDIVISION WITH SAID DOCK LINE; THENCE SCUTHEASTERLY ALONG A STRAIGHT LINE FOR

STREET ADDRESS: 2425 S. HALSTED

CITY: CHICAGO COUNTY: COCK

TAX NUMBER: 17-28-111-001-0000

#### LEGAL DESCRIPTION:

A distance of 88 feet to a point 119 feet east of the west line of said LCT 4 AS MEASURED AT RIGHT ANGLES THERETO; THENCE MORTHEASTERLY ALONG A STRAIGHT LINE AT RIGHT ANY ED TO LAST DESCRIBED LINE FOR A DISTANCE OF 15 FEET; THENCE SOUTHEASTERM ALONG A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF LOT 3 AFORESAID, WHILE POINT IS 178 FEET EAST OF THE SOUTHFEST CORNER OF SAID LOT 4; THENCE CONTINUENO ON LAST DESCRIBED COURSE EXTENDED TO ITS INTERSECTION WITH A STRAIGHT LINE (SIND STRAIGHT LINE EXTENDS FROM A POINT IN THE MORTH LINE OF LOT 11 IN SAID H. L. STEVART'S SUBDIVISION, SAID POINT BEING 15 FEET EAST OF THE NORTHWEST CORNER OF SAID LCT 11, NORTHEASTERLY FOR A DISTANCE OF 292.23 FEET More or less to a point valch is 41 feet north of the north line of lot 26 is SAID H. L. STEWART'S SUBDIVISION, MEASURED FROM A FOINT IN THE RORTH LINE OF SAID LOT 26, 25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 26): THENCE SOUTHWESTERLY ALONG LAST MENTIONED LINE TO SAID POINT ON THE BORTH LINE OF LOT 11 IN HART L. STEWART'S AND CTHERS SUPPLIVISION AFORESAID WHICH IS 15 FEET EASTERLY OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY BY FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID COT 7 AND THE EAST LINE OF SAID LOT 2. SAID FOINT ALSO BEING 24 FEET SQUTHERLY FROM THE NORTHEAST COENER OF SAID LOT 2 (MEASURED ALONG THE EAST LINE OF SAID LOT (1)). THENCE SOUTHWESTERLY 160 FEET MORE or less to a point in the west line of said toy 21; said point being 28 feet SOUTHERLY FROM THE ECRIPHEST CORNER OF SAID LOUDE (MEASURED ALONG THE WEST LINE OF SAID LOT 21); (THE LAST FIVE MENTIONED COURSE! /NO DISTANCES SEING THE SOUTHERLY LINE OF PART OF PARCELS 'A', 'B' AND 'C' AS CHOSE ON THE PRINT OF DRAWING NO. 21471 ATTACHED TO DEED RECORDED AS DOCUMENT 16731252) THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE IF EXTENDED WOULD INFERSECT THE WESTERLY LINE OF LOT 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 10 IN HIS SECOND Subdivision in the Hurray's 15 acres in south fractional of Arm Mortefest 1/4 of SAID SECTION 28; 7 FEET NORTH OF THE SOUTENEST CORNER OF SAID LAG 24 TO A POINT 74 PEET DISTANT HORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID; THENCE SOUTH 27 DEGREES 51 MINUTES 68 SECONDS EAST, A DISTANCE OF 11.0 FEET; TRUNC, SOUTH 57 DEGREES 23 MINUTES OF SECONDS WEST A DISTANCE OF 36.2 FEET; THENCE NOATH 88 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 29.0 PRET TO A POINT OF THE ABOVE DESCRIBED STRAIGHT LINE THAT IS 11.0 FEET NORTHEASTERLY OF THE WEST LONG of Lot 24 aforesaid (as measured along said straight line); Thence Scuthfesterly ALONG SAID STRAIGHT LINE A DISTANCE OF 11.0 FZET TO THE EASTERLY LINE OF SOUTH Halsted Street (being also the uest line of lots 22 to 24 in alam murray's SECOND SUBDIVISION AFORESAID; (THE LAST 5 MENTIONED COURSES AND DISTANCES BEING THE SOUTHERLY LINES OF PART OF PARCEL 'B' AND THE EASTERLY AND SOUTHERLY LINES of parcel 'D' as shown on print of drawing No. 21471 attacked to deed recorded AS DOCUMENT 14731252); THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 24, 23, AND 22 AND ALONG THE ORIGINAL EAST LINE OF SAID HALSTED STREET, TO THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY THE SUSQUEHANNA COAL COMPANY TO THE CITY OF CHICAGO BY DOCUMENT 11428961; THENCE EASTERLY ALONG A CUEVED LINE CONVEX SOUTHEASTERLY BEING ALSO THE NORTHERLY LINE OF SAID STRIP OF LAND 30 FEET IN Width, A distance of 34.26 feet more or less, to the point of beginning, in cook

STREET ADDRESS: 2425 S. HALSTED

CITY: CHICAGO

COUNTY: COCK

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#### LEGAL DESCRIPTION:

COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART OF THE LAND CONDEMNED FOR PUBLIC 1728/1001 023 025 of County Clarks Office HIGHWA'S RECHN AS 1-90/94 BY JUDGMENT ORDER ENTERED MAY 18, 1987 IN CASE NUMBER 86L50817;.