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-Cook County Recorder

41.00

ASSIGNMENT OF LEASES AND RENTS

(Chicago (Beverly), Illinois)

Preliminary Statement

Pursuant to a Project Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Project Loan Agreement"), between the Assignor and the Assigner, the Assignee has agreed to make loans to the Assignor in an aggregate amount not to exceed (4,348,592.30 upon the terms and subject to the conditions set forth therein, to be evidenced by the Project Loan Note issued by the Assignor under the Project Loan Agreement, for the purpose of acquiring the land described on Exhibit A attached hereto (the "Property") and constructing thereon the building and site improvements (collectively, the "Improvements") to be leased by Borders, Inc. (the "Lessee") pursuant to a Lease of even date herewith between Assignor, as landlord, and Lessee as such Lease is supplemented pursuant to the Lease Supplement (the "Lease").

It is a condition, among others, to the edition of the Assignee to make the Project Loans to the Assignor under the Project Loan Agreement that the Assignor shall have executed and delivered, and the Lessee shall have consented to, this Assignment to the Assignee.

In order to further secure payment of the all amounts advanced under the Project Loan Agreement and the Project Loan Note, the Assignor has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings specified in the Project Loan Agreement.
- 2. <u>Assignment</u>. The Assignor hereby irrevocably assigns, transfers, sets over and conveys to the Assignee, all the following-described property relating to or arising in connection with the Property, whether now owned or held or hereafter acquired, exclusively:
 - (a) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor, as lessor, under the Lease including, without limitation, (i) the immediate and

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continuing right to make claim for, receive, collect and receipt for all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Assignor under the Lease other than Developer Basic Rent, or pursuant to any provisions thereof, whether as rent or as the purchase price or termination payment for any interest in the Property or otherwise (including, without limitation, the Maximum Residual Guarantee Amount, the Purchase Option Price, Termination Value and any sales proceeds payable to the Assignor pursuant to the Lease) (collectively, the "Lease Rents"), including all cash, securities or letters of credit delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder, (ii) the right and power (which right and power are coupled with and interest) upon the purchase by the Lessee of the interest of the Assignor in the Property in accordance with the Lease to execute and deliver as irrevocable agent and attorrey in-fact of the Assignor an appropriate instrument necessary to convey the interest of the Assignor therein, or to pay over or assign to the Lessee those sums to which it is entitled if the Lessee becomes obligated to purchase the interest of the Assignor in the Property and corperform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, (iii) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or conveyance referred to in clause (ii) above, (iv) the right to declare the Lease to be in default under Article XVIII thereof, (v) the right to exercise remedies under or with respect to the Lease, (vi) the right to make all waivers and agreements on behalf of the Assignor under the Lease provided for or permitted under the Lease. (vii) the right to give all notices, consents, releases and other instruments provided under the Lease, (viii) the right to give all notices of default and to take all action upon the happening of a Lease Default or a Lease Event of Default, including the commencement, conduct and consummation of proceedings as shall be permitted under any provision of the Lease, or by law or in equity, (ix) the right to receive all notices sent to the Assignor under the Lease, (x) the Assignor's interest under the Lease in the Lessee's tangible and intangible property used or arising in connection with the Property, including, but not limited to, permits, licenses, contract rights and prepaid expenses, and (xi) the right to do any and all other things whatsoever which the Assignor is or any lessor is, or may be entitled to do under the Lease; provided, that the Assignor shall retain, and the rights and powers assigned herein shall in no event include, the Excepted Rights and shall be subject to the Shared Rights. The Assignor hereby agrees that any action taken by Assignee (or its designee) pursuant to this Assignment shall be exclusive, and no party relying on such action of the Assignee (or such designee) pursuant hereto shall be required to obtain the concurrence or consent of the Assignor to such action or to a request for such action. Assignee hereby waives the right to collect the Developer Basic Rent until the occurrence of a Lease Event of Default; such right of Assignor to collect the Developer Basic Rent may be revoked by Assignee upon the occurrence of any Lease Event of Default by giving not less than five days' written notice of such revocation to Assignor; in the event such notice is given, Assignor shall pay over to Assignee, any amounts of Developer Basic Rent previously received after the occurrence of the Lease Event of Default. Notwithstanding the foregoing, it is understood that

Assignce shall turn over any amount to the Assignor which it may receive to the extent such amount exceeds the aggregate amount of Project Loan Basic Rent which is due.

- (b) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor, to and under all other leases, subleases or licenses of the Property, any license, concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from the Property or any part thereof in return for payment of any fee, rent or royalty, now or hereafter entered into by the Assignor (collectively, the "Other Leases" and, together with the Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Assignor, as lessor, under the Other Leases including. without Umitation, the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payagic under any of the Other Leases (collectively, the "Other Lease Rents") and all estate, fight, title and interest of the Assignor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees under Ower Leases of their obligations thereunder; provided, that the Assignor shall retain, and rights and powers assigned herein shall in no event include. the Excepted Rights and shall be subject to the Shared Rights.
- (c) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor, to and under all agreements or contracts for the sale or other disposition of all or any part of the Property, now or hereafter entered into by the Assignor (collectively, the "Contracts"), together with all estate, rights, title, interest, benefits, powers and privileges of the Assignor under the Contracts including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents and the Other Lease Rents, the "Rents") and all right ditle and interest of the Assignor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder; provided, that the Assignor shall retain, and rights and powers assigned berein shall in no event include, the Excepted Rights and shall be subject to the Shared Egants.
- (d) All of the right, title and interest of the Assignor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Lease by the Lessee or a trustee or receiver of the Lessee (or any Other Lease by any lessee thereunder, trustee or receiver of any such lessee) under any insolvency statute, law or regulation, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of the Property or any portions thereof following rejection, repudiation or disaffirmance of the Lease or following the entry of an order for relief under any insolvency statute,

law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Lease (or Other Lease) as of the date of entry of such order for relief; <u>provided</u>, that the Assignor shall retain, and the rights and powers assigned herein shall in no event include, the Excepted Rights and shall be subject to the Shared Rights.

- 3. Receipt of Rents. The Assignor hereby irrevocably designates the Assignee (or its designee) to receive all payments of the Lease Rents, the Other Lease Rents and the Contract Rents and any other sums payable to the Assignor under the Lease, any Other Lease or any Contract. The Assignor agrees to direct (and hereby directs) the Lessee, any other lessees and any parties contracting with Assignor to deliver to the Assignee (or its designee), at its address set forth herein or at such other address or to such other Person as the Assignee shall designate, all such payments and sums on account of the Rents, and no delivery thereof by the Lessee, such other lessee or such contracting party shall be of any force or effect unless made to the Assignee (or its designee), as herein provided.
- 4. Receipt of Notices. The Assignor hereby designates the Assignee (or its designee) to receive (in addition to, and not to the exclusion of, the Assignor) duplicate originals or copies of all notices, undertakings, demands, statements, documents, financial statements and other communications which the Lessee, any other lessee or any contracting party is required or permitted to give, make, deliver to or serve pursuant to the Lease, any Other Lease or any Contract. The Assignor agrees to direct (and hereby directs) the Lessee and such other lessees and contracting parties to deliver to the Assignee (or its designee), at its address set forth herein or at such other address or to such other Percor as the Assignee shall designate, duplicate originals or copies of all such notices, undertakings, domands, statements, documents, financial statements and other communications, and no delivery thereof by the Lessee, such other lessee or such contracting party shall be of any force or effect unless made to the Assignor and also made to the Assignce (or its designee), as herein provided. The Assignor further agrees that upon receipt by the Assignor of any such notices, underwings, demands, statements, documents, financial statements and other communications, the Assignor shall promptly deliver copies thereof to the Assignee unless the Assignor shall reasonably believe that the Assignee has already received such copies.
- 5. Irrevocability: Supplemental Instruments. The Assignor agrees that this Assignment and the designation and direction to the Lessee set forth in Sections 3 and 4 of this Assignment are irrevocable and that it will not take any action as lessor under the Lesse or otherwise which is inconsistent with this Assignment and that any action, assignment, designation or direction inconsistent herewith shall be void. The Assignor will from time to time execute and deliver all instruments of further assurance and do such further acts as may be necessary or proper to carry out more effectively the purpose of this Assignment.
- 6. <u>Validity</u>. The Assignor represents and warrants (on a continuing basis) and covenants to the Assignee that (i) the Assignor has not assigned or executed any assignment of, and will not assign or execute any assignment of its interest in the Lease, of any Other Lease,

of any Contract or of any Rents or of any other subject matter of this Assignment to anyone other than the Assignee and any assignment, designation or direction by the Assignor inconsistent herewith shall be void, (ii) the Assignor does not have actual knowledge of the occurrence of a Lease Default or a Lease Event of Default by the Lessee thereunder and (iii) the Assignor has not done any act or executed any document that impairs the rights of the Assignee to the Lease or the Lease Rents under this Assignment.

- 7. The Assignor Remains Liable. While the assignment made hereby is present, direct and continuing, it has been made for the purpose of providing the Assignee with security for the performance of the Assignor's obligations under the Project Loan Agreement and the Project Loan Note and the execution and delivery hereof shall not impair or diminish in any way the obligations of the Assignor under the Lease or impose any of such obligations on the Assignee. This Assignment shall not operate to cause the Assignee (or its designee) to be regarded as a mortgagee in possession. Neither the Assignee nor its designee shall be responsible or liable for performing any of the obligations of the Assignor under the Lease, any Other Lease or any Contract, for any waste by the Lessee or others, for any dangerous or defective conditions of the Property, for negligence in the management, upkeep, repair or control of the Property or any other act or omission by any other Person. Nothing contained herein shall operate or be construed to (i) obligate the Assignee (or its designee) to assume the obligations of the Assignor under the Lease, any Other Lease or any Contract, to perform any of the terms and conditions contained in the Lease, any Other Lease or any Contract or otherwise to impose any obligation upon the Assignee with respect to the Lease, any Other Lease or any Contract or (ii) place upon the Assignce (or its designee) any responsibility for the operation, control, care, management or repair of any of the Property or any part thereof. Subject at all times to the terms and conditions of this Assignment, the Assignor will at all times promptly and faithfully perform in all respects, or cause to be performed in all respects, all of its covenants, conditions and agreements contained in the Lease, any Other Lease or any Contract now or hereafter existing on the part of the Assign or to be kept and performed.
- 8. Amendments: Lessee's Consent. The Assignor will not enter into any agreement subordinating, amending, extending or terminating the Lease without the prior written consent thereto of the Assignee, and any such attempted subordination, amendment, modification, extension or termination without such consent shall be void. If the Lease, any Other Lease or any Contract shall be amended, it shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto. The Assignor and the Assignee hereby consent to the provisions of Lessee's Consent attached to this Assignment and agree to be bound thereby. Nothing in this Section shall be construed as limiting or otherwise affecting in any way the Assignor's Excepted Rights or Shared Rights.
- 9. Absolute Assignment. The Assignor has, subject to and in accordance with the terms and conditions of this Assignment, assigned and transferred unto the Assignee all of the Assignor's right, title and interest in and to Rents now or hereafter arising from the Lease, any Other Lease or any Contract heretofore or hereafter made or agreed to by the Assignor, it being intended to establish an absolute transfer and assignment, subject to and in accordance

with the terms and conditions of this Assignment, of all such Rents, the Lease, the Other Leases and the Contracts to the Assignee and not merely to grant a security interest therein. Subject to the terms of the Lease, the Assignee (or its designee) may in the Assignor's name and stead operate the Property and rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such terms as the Assignee (or its designee) shall, in its discretion, determine. Nothing in this Section shall be construed as limiting or otherwise affecting in any way the Assignor's Excepted Rights or Shared Rights.

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- 10. Ongoing Right to Collect Rents: Receivers. If notwithstanding the terms of this Assignment, a petition or order for sequestration of rents, or the appointment of a receiver or some similar judicial action or order is deemed required under applicable state law to allow the Assigner to continue to collect the moneys described in paragraphs 1 (a), (b), (c) and 1(d) of this Assignment, then it is agreed by the Assigner that any proof of claim or similar document filed by the Assigner in connection with the breach or rejection of the Lease by the Lessee thereunder or the trustee of any lessee under any federal or state insolvency statute shall for the purpose of perfecting the Assigner's rights conferred in said paragraph (d) be deemed to constitute action required under such state law. Upon the occurrence and during the continuance of an Event of Default, the Assigner hereby consents to the appointment of a receiver for the Property as a matter of right and vithout any requirement for notice to the Assigner and without regard to the solvency of the Assigner or to the collateral that may be available for the satisfaction of the Project Loan Note and all other obligations under the Project Loan Agreement and the other Project Loan Documents.
- 11. Amendment. This Assignment may not be amended or otherwise modified except by a writing signed by the Assignor and the Assignee in accordance with the terms of the Project Loan Agreement.
- 12. <u>Notices</u>. All notices, demands, requests, consents, approvals and other instruments under this Assignment shall be made in accordance with the notice provisions of the Project Loan Agreement.
- 13. <u>Successors and Assigns</u>. All covenants, agreements, representations and warranties in this Assignment by the Assignor and the Assignee shall bind, and shall inure to the benefit of and be enforceable by, their respective successors and assigns.
- 14. <u>Severability</u>. If any provision or provisions, or if any portion of any provision or provisions, in this Assignment is found by a court of law of competent jurisdiction to be in violation of any local, state or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision

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or provisions were not contained therein, and that the obligations of the Assignor under the remainder of this Assignment shall continue in full force and effect.

- 15. Governing Law. This assignment shall be governed by, and construed and enforced in accordance with, the laws of the state of new york, except as to matters relating to the creation of liens and the exercise of remedies with respect thereto, which shall be governed by and construed in accordance with the laws of the state in which the property is located.
- 16. Obligations Are Without Recourse. Anything to the contrary contained in this Assignment, the Project Loan Agreement, the Project Loan Note or in any other Project Loan Document notwithstanding, neither the Assignor, nor any officer, director, shareholder, member or partner of the Assignor, nor any officer, director, shareholder, member or partner thereof, nor any of their respective successors or assigns (all such Persons being hereinafter referred to collectively is the "Exculpated Persons"), shall be personally liable in any respect for any liability or obligation hereunder or in any other Project Loan Document including the payment of the principal of, or interest on, the Project Loan Note, or for monetary damages for the breach of performance of any of the covenants contained in the Project Loan Agreement, the Project Loan Note, this Assignmen Die Mortgage or any of the other Project Loan Document. The Assignee agrees that, in the event it cursues any remedies available to it under the Project Loan Agreement, the Project Loan Note, this Assignment, the Mortgage or under any other Project Loan Document, the Assignee shall have no recourse against the Assignor, nor any Exculpated Person, for any deficiency, loss or claim for monetary damages or otherwise resulting therefrom and recourse shall be had solely and exclusively only against the Property; but nothing contained herein shall be taken to prevent recourse against or the enforcement of remedies against the Property in respect of any and all habilities, obligations and undertakings contained herein, in the Project Loan Agreement, the Project Loan Note, the Mortgage or in any other Project Loan Document. Notwithstanding the provisions of this paragraph, nothing in this Assignment, the Project Loan Agreement, the Project Loan Note, the Mortgage or any other Project Loan Document shall: (i) constitute a waiver, release or discharge of any indebtedness or obligation evidenced by the Project Loan Note or arising under this Assignment, the Mortgage or the Project Loan Agreement or secured by this Assignment of the Mortgage, but the same shall continue until paid or discharged; (ii) relieve the Assignor from liability and responsibility for (but only to the extent of the damages arising by reason of): (a) active waste knowingly committed by the Assignor with respect to the Property or (b) any fraud on the part of the Assignor or any such Exculpated Person; (iii) relieve the Assignor from liability and responsibility for (but only to the extent of the moneys misappropriated, misapplied or not turned over) (a) misappropriation or misapplication by the Assignor (i.e., application in a manner contrary to this Assignment or any other Project Loan Document) of any insurance proceeds or condemnation award paid or delivered to the Assignor by any Person other than the Assignce, (b) any deposits or any escrows or amounts owed by the Lessee under the Lease held by Assignor or (c) any rents or other income received by the Assignor from the Lessee that are not turned over to the Assignee; or (iv) affect or in any way limit the Assignee's rights and remedies

hereunder with respect to the Rents and rights and powers assigned hereunder or to obtain a judgment against the Assignor (provided that no deficiency judgment or other money judgment shall be enforced against the Assignor or any Exculpated Person except to the extent of the Assignor's interest in the Property or to the extent the Assignor may be personally liable as otherwise contemplated in clauses (ii) and (iii) of this Section).

This Assignment may be executed in any number of 17. Counterparts. counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

UNOFFICIAL COP\$282089 Figure 11

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed as of the day and year first above written. WITNESS: DB BEVERLY, L.L.C., an Illinois limited liability company BY: DB Beverly Inc. an Illinois corporation ITS: Manager By: (type/print) Patrick F. Dalv President Its: (type/print) STATE OF COUNTY OF Section 19 I do hereby certify that on this Jay of _ _, 199__, before me, LEASURE 1 Courts, a Notary Public in and for the County and State aforesaid, and duly commissioned, personally appeared Patrick F. Daly known to me to be the President of DB Beverly, Inc., who, being by me duly sworn, did depose and say that DB Beverly, Inc. is the Manager of DB BEVERLY, L.L.C., the limited liability company described in and which executed the foregoing instrument; that, on behalf of said limited liability company he signed, sealed and delivered said instrument for the uses and purposes werein set forth, as its and his free and voluntary act; and that he signed his name thereto by like order. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. "OFFICIAL SEAL"

"OFFICIAL SEAL"

JENNIFER R. COHEN

Notary Public, State of Illinois
My Commission Expires 4/9/2001

County, State of

My Commission Expires:

My County of Residence is:

Drafted by and when recorded return to: Phillip J. Bowen, Esq. Conlin, McKenney & Philbrick, P.C. 350 S. Main Street, Suite 400 Ann Arbor, Michigan 48104

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... PARCEL 1:

** THE SOUTH 50 FEET OF THE NORTH 150 FEET OF LOT 79 IN CHAMBER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT THEREFROM THAT PORTION OF SAID LOT 79, FALLING IN THE SCHOOLHOUSE LOT, AND EXCEPT ALSO THE WEST 33 FEET OF SAID LOT 79 AND EXCEPT ALSO THAT PORTION OF LOT 79 LYING SOUTH OF A LINE 64 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6: CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED OCTOBER 15, 1930 AND RECORDED NOVEMBER 10, 1930 AS DOCUMENT NUMBER 10786683 IN BOOK 28900, PAGE 278) ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 79 (EXCEPT THE NORTH 150 FEET) IN CHAMBER'S SUBDIVISION OF WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS. (EXCEPT THEREFROM THAT PORTION OF SAID LOT 79 FALLING IN SCHOOL HOUSE LOT AND EXCEPTING ALSO THE WEST 30 FEET OF SAID LOT 79 AND EXCEPTING ALSO THAT PORTION OF LOT 79 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SAID SECTION 6 AND CONVEYED TO CITY OF CHICAGO BY QUIT CLAIM (IEF D DATED OCTOBER 15, 1930 AND RECORDED NOVEMBER 10, 1980 AS DOCUMENT 10786683 IN BOOK 28900 PAGE 276 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS

PARCEL 3:

THE NORTH 154 FEET OF THE SOUTH 208 FEET OF THE WEST 175 FEET OF THE EAST 208 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 MORTH, RANGE 14 (OTHERWIDE DESCRIBED AS LOT 81 OF GEO A. CHAMBER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37. NORTH, RANGE 14) EAST OF THE THIRD PRINCIPAL MERIDIAN, 113 COOK COUNTY, ILLINOIS

PARCEL 4:

LOT 41 (EXCEPT THE EAST 93 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF SAID LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTIONS IN GEORGE A. CHAMBERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLLINOIS.

PARCEL 5:

EAST 93 FEET OF LOT 41 (EXCEPT EAST 33 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SECTION 6 IN GEORGE A. CHAMBERS SUBDIVISION OF WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 1/2 OF THAT PART OF SOUTH BELL AVENUE VACATED BY CITY OF CHICAGO ORDINANCE ENACTED JANUARY 14. 1998, RECORDED ~ AS DOCUMENT NO. ~, BEING THE EAST 33 FEET OF THE PART OF LOT 41 LYING NORTH OF THE NORTH LINE OF WEST 95TH STREET AS WIDENED BY COOK COUNTY COURT JUDGEMENT ENTERED JULY 9, 1941 AS GENERAL NUMBER 49438 IN GEORGE A. CHAMBERS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6. TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN IN COOK COUNTY, ILLINOIS 98282079

PARCEL 7:

THE EAST 1/2 OF THAT PART OF SOUTH BELL AVENUE VACATED BY CITY OF CHICAGO ORDINANCE ENACTED JANUARY 14, 1998 RECORDED ~ AS DOCUMENT NO. ~, BEING THE WEST 33 FEET OF LOT 79 LYING SOUTH OF

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THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 41 AND NORTH OF THE NORTH LINE OF WEST 95TH STREET AS WIDENED BY COOK COUNTY COURT JUDGEMENT ENTERED JULY 9, 1941 AS GENERAL NUMBER 49438, IN GEORGE A, CHAMBERS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTIONS TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

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