NSC 77845 UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Scott H. Kenig, Esq. Katz Randall & Weinberg 333 West Wacker Drive Suite 1800 Chicago, Illinois 60606 (312) 807-3800

KRW File No. 08552.00800

4932/8348 03 881 Page 1 of 14 1999-05-10 15:17:44 Cook County Recorder 47.88



14

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of the 30th day of April, 1999, between GRAND PREMIER TRUST AND INVESTMENT, INC., N.A., not personally, but as Trustee under Trust Agreement dated April 21, 1999 and known as Trust No. 7003921 ("Trust") and MELROSE LAKE, L.L.C., an Illinois limited liability company ("Beneficiary") (Trust and Beneficiary are hereinafter collectively called the "Borrover"), and GRAND NATIONAL BANK, a national banking association (hereinafter called the "Lender").

WITNESSET FI

WHEREAS, the Trust, among others, has executed and delivered to the Lender a Construction Mortgage Note, dated of even date herewith, in the principal amount of FIVE MILLION THREE HUNDRED SIXTY THOUSAND AND NO/100 (\$5,360,000.00) DOLLARS (hereinafter called the "Note"); and

WHEREAS, to secure payment of the Note, the Borrower has executed and delivered to the Lender a Construction Mortgage, Assignment of Leases and Kents, Security Agreement and Fixture Financing Statement of even date herewith (hereinafter called the "Mortgage"), covering, inter alia, real estate situated in the City of Melrose Park, County of Cook, State of Illinois, legally described on Exhibit "A" attached hereto and hereby made a part hereof, and the buildings and improvements and certain furniture, fixtures, furnishings, equipment, machinery and personal property owned by the Borrower now or hereafter located thereon (hereinafter collectively called the "Mortgaged Premises"); and

WHEREAS, the Beneficiary is the sole beneficial owner of the Trust; and

WHEREAS, the Lender, as a condition to making the loan evidenced by the Note, has required the execution of this Assignment.

SK2/355544.1

BOX 333-CTI

NOW THEREFORE, in consideration of the premises, and in further consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR paid by the Lender to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby grant, transfer, assign, set over and deliver to the Lender all of the Borrower's right, title and interest in, to and under all leases, subleases, licenses, concessions, tenancies and any other agreements creating the right of possession or the right of use without a transfer of title, whether written or oral, now or hereafter existing, and covering all or any part of the Mortgaged Premises, together with any and all security deposits made thereunder, all extensions, amendments, modifications, renewals and replacements of any thereof, and any guaranties of the lessee's, sublessee's, licensee's, concessionaire's, tenant's or user's (hereinafter collectively called "Lessees") obligations under any thereof, each of said leases, subleases, licenses, concessions, tenancies and agreements now existing and hereafter executed or entered, together with all such deposits, extensions, amendments, modifications, renewals, replacements and guaranties, being hereinafter collectively referred to as the "Leases." In addition to the foregoing, the Borrower does further hereby grant, transfer set over and assign to the Lender all of the rents, income, revenues, royalties, issues, avails and profits, including, without limitation, all amounts payable to the Borrower on account of maintenance, repairs, taxes, insurance and common area or other charges by any other party to any Lease, and all amounts paid in compromise or in cancellation of Leases by any party thereto other than the Borrower, now or hereafter accruing or owing under or from Leases or otherwise from the Mortgaged Premises or any part thereof, whether accruing before or after foreclosure of the Mortgage or during any period of redemption therefrom (hereinafter collectively called "Rentals"). All of said Leases and Rentals are being hereby granted, transferred, set over and assigned for the purpose of securing:

- (1) Payment of all indebtedness evidenced by the Note (including any amendments, extensions or renewals thereof) and all other sums secured by the Mortgage; and
- (2) Performance and discharge of each and every obligation, covenant and agreement of the Borrower contained herein in the Note, in the Mortgage, and in any other instrument which secures or refers to the Note.

A. To protect the security of this Assignment, the Borrow'r agrees as follows:

- 1. To faithfully abide by, observe, perform and discharge each ard every term, condition, obligation, covenant and agreement which the Borrower is now, or hereafter becomes, liable to observe, perform or discharge under the Leases; to give prompt written notice to the Lender of any notice of default under any Lease on the part of the Borrower received from a Lessee under any Lease, together with a accurate, complete copy of any such notice; and, at the sole cost and expense of the Borrower, to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the Lessees under the Leases.
- 2. At the Borrower's sole cost and expense, to appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or

affecting any of the Leases or the obligations, duties or liabilities of the Borrower or any Lessee thereunder, and to pay all costs and expenses of the Lender, including reasonable attorneys' fees (prior to trial, at trial and on appeal), incurred in connection with any such dispute, action or proceeding in which the Lender may appear or with respect to which it may otherwise incur costs or expenses, whether or not the Lender prevails therein.

- 3. Should the Borrower fail to make any payment or to do any act as herein provided, then the Lender may, but without obligation to do so, without notice or demand to or upon the Borrower, and without releasing the Borrower from any obligation hereof, make or do the same in such manner and to such extent as the Lender may deem necessary or desirable to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and observing, performing and discharging each and every obligation, covenant and agreement of the Borrower in the Leases contained. In exercising any such powers, the Lender may pay its costs and expenses, employ counsel and incur and pay reasonable attorneys' fees (prior to trial, at trial and on appeal).
- 4. To reinbotse the Lender, upon demand, for all the sums expended by the Lender under the authority hereof, together with interest thereon at the Default Rate specified in the Note from the date expended, and the same shall be added to the indebtedness evidenced by the Note and shall be secured hereby and by the Mortgage.
- 5. Until the indebtedness secured hereby shall have been paid in full, the Borrower covenants and agrees to provide the Lender with any executed copies of all Leases, to assign to the Lender any and all subsequent Leases upon all or any part of the Mortgaged Premises, and to make, execute and deliver to the Lender upon demand, any and all instruments that may be necessary or desirable therefor or to otherwise effectuate the terms of this Assignment. The terms and conditions of this Assignment anall, however, apply to any such subsequent Leases, whether or not such instruments are executed or delivered by the Borrower.
- 6. Borrower agrees, without the prior consent and approval of the Lender, not to lease (whether long term or on a month to month basis) the Morigaged Premises or any portion thereof; not to reduce rents, or accept rents more than one (1) month in advance; not to incur any indebtedness for borrowed money or otherwise to the tenant or guarante; of any Lease; not to waive, excuse or condone or in manner release or discharge the Lessees thereunder from any obligation, covenant, condition or agreement by said Lessee to be performed thereunder, including the obligation to pay the rental called for in the Leases in the manner and at the places and times specified therein; and not to modify, amend, extend or in any way alter the terms of said Leases and not to terminate the term of or accept a surrender thereof; and not to enter into any new Lease. The Borrower does by these presents expressly release, relinquish and surrender unto the Lender all of the Borrower's right, power and authority to modify, amend, extend, waive or in any manner alter the terms and provisions of the Leases, to reduce Rentals, to waive, excuse or condone a default by a Lessee, to release or discharge any Lessee, to cancel or terminate the term of a Lease or to accept a surrender thereof, and to enter into any new Lease. Any attempt

on the part of the Borrower to exercise any such right, power or authority, without the prior written consent of the Lender, shall be a nullity and shall be a default hereunder.

- 7. Borrower agrees not to consent to any assignment or sublease by a Lessee of any of its rights, title or interest in, to or under any Lease, unless such assignment or sublease is specifically authorized by the Lender in writing or unless such assignment or sublease is specifically permitted under the terms of such Lease.
- B. The Borrower hereby covenants and represents and warrants to the Lender that:
- 1. The Borrower has good right and lawful authority to assign, and has not executed any prior assignment or alienation of, its rights, title and interest in, to and under the Leases and in the Rentals, or otherwise encumbered the same, except by the Mortgage.
- 2. The Borrower has not performed or committed any act or executed any instrument, and is not bound by any law, statute, regulations, order, mortgage, indenture, contract or agreement, which might present the Lender from operating under any of the terms and provisions hereof, or which would mait the Lender in such operation.
- 3. No Rental has been or will be paid by any Lessee, nor has been or will be collected or accepted by the Borrower, for more than one (1) month in advance, and the payment of none of the Rentals to accrue for any portion of the Mortgaged Premises has been or will be in any other manner anticipated, waived, released, excused, reduced, discounted, or otherwise discharged or compromised by the Borrower. The Borrower hereby waives any right of set off against any person in possession of any portion of the Mortgaged Premises. The Borrower has not incurred and shall not incur any indebtedness to any Vessee.
- 4. The Borrower shall not execute or agree to any other assignment, pledge, encumbrance or transfer of any of the Leases or Rentals.
- 5. The Leases in existence as of the date of this Assignment, as described in the Rent Roll which is attached hereto as Exhibit "B," are in full force and effect and have not been amended or modified; and there is no default now existing under the Leases, nor has any event occurred which, with the passage of time and/or the giving of notice, would constitute a default thereunder, which has not been cured.
- 6. The Borrower shall not permit any of the Leases to become subordinate to any lien other than the liens hereof and of the Mortgage.

C. It is mutually agreed that:

1. This is a present, absolute, effective and completed assignment by the Borrower to the Lender of the Leases and Rentals. However, so long as there exists no default

or event of default under the Note or the Mortgage, and no default exists in the performance of any obligation, covenant or agreement herein contained, the Borrower shall have a conditional license to collect, but not more than one (1) month in advance, all Rentals from the Mortgaged Premises, in trust for the Lender, and to use the same for payment of Taxes (as that term is defined in the Mortgage), insurance premiums which the Borrower is required to pay under Section 8 of the Mortgage, all other costs and expenses which the Borrower is required to pay under and pursuant to the Mortgage and to this Assignment, and the indebtedness secured hereby, as and when due, before using said Rentals for any other purpose.

2. Upon or at any time after the occurrence of a default or an event of default under the Note or the Mortgage, or a default in the performance of any obligation, covenant or agreement nersin contained, or if any representation or warranty made by the Borrower to the Lender in connection with the loan evidenced by the Note is untrue in any material respect, the Lender may, at its option, without notice, either in person or by agent, without regard for the adequacy of the security for the indebtedness secured hereby or the solvency of the Borrower, with or without bringing any action or proceeding, or by a receiver or trustee to be appointed by a court, enter upon, take possession of, maintain, manage and operate the Mortgaged Premises, make, enforce, modify and accord the surrender of Leases, obtain or evict tenants, fix or modify Rentals, refund and collect security deposits, make tenant improvements, and do any acts which the Lender deems proper to protect the security hereof, and either with or without taking possession of the Mortgaged Premises, in its own name or in the Borrower's name, sue for or otherwise demand, collect and receive all Rentals, and apply the same upon the costs of collection thereof, including the reasonable fees and costs of agents and attorneys employed by the Lender; upon the costs of managing and operating the Mortgaged Premises, including taxes, insurance, maintenance, repairs and the fees of a professional managing agent; and upon any indebtedness secured hereby, in such order as the Lender may determine, subject to applicable statutory requirements, if any. The Lender or such a receiver shall be entitled to remain in possession of the Mortgaged Premises and to collect the Rentals hroughout any statutory period of redemption from a foreclosure sale. The entering upon and taking possession of the Mortgaged Premises, the collection of such Rentals and the application thereof as aforesaid shall not cure or waive any default or event of default or waive, modify or a fect any notice of default under the Note or the Mortgage, or hereunder, or invalidate any act cone pursuant to such default, event of default or notice of default. The Lender may, without entering into possession or pursuing any other remedy as provided in this section or at law or in equity, or in conjunction with such possession or pursuit of other remedy, give notice to any or all Lessees ar morizing and directing said Lessees to pay Rentals directly to the Lender. If a Lessee receives such a notice, the Borrower hereby directs such Lessee to make payment pursuant thereto, and it shall be conclusively presumed, as between the Borrower and such Lessee, that the Lessee is obligated and entitled to make such payment to the Lender, and that such payment constitutes payment of Rentals under the Lease in question. Such notice may be given either in the Lender's or in the Borrower's name. The Borrower shall in every way facilitate the payment of Rentals to the Lender, when the Lender has the right to receive the same hereunder. The Lender shall be accountable only for Rentals actually collected hereunder and not for the rental value of the Mortgaged Premises. The Lender's failure to collect, or discontinuance from collecting, at any

time, and from time to time, any Rentals shall not in any manner affect the rights of the Lender to thereafter collect the same. The Borrower hereby grants to the Lender an irrevocable power of attorney to perform all of the acts and things provided for in this section and in section C.2 hereof as the Borrower's agent and in the Borrower's name.

- The Lender shall not be deemed to be a partner or, or a joint venturer with, the Borrower with respect to the Mortgaged Premises, or to be a participant of any kind in the management or operation of the Mortgaged Premises. The 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 Lease, or with respect to the Mortgaged Premises or the inspection, maintenance or repair thereof, under or by reason of the Assignment. The Lender shall have no liability to any person, party or entity as the result of any death, bodily or personal injury, or property damage occurring in, on or about the Mortgaged Premises, and the Borrower shall and does hereby agree to defend and indemnify the Lender against, and to hold it harmless from, any and all liability, loss or damage which the Lender may or might incur under the Leases, by reason of any death, boarly or personal injury or property damage occurring on or about the Mortgaged Premises, or conerwise under or by reason of this Assignment, and against and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease, or by reason of any such death, personal injury or property damage. Should the Lender incur any such liability, loss or damage under any Lease, by reason of any such death, bodily or personal injury or property damage, or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees (including such costs, expenses and fees on appeal), whether or not the Lender prevails therein, together with interest thereon at the Default Rate specified in the Note from the date paid shall be secured hereby and by the Mortgage, and the Borrower shall reimburse the Lender therefor immediately upon demand. Neither this Assignment, nor the exercise by the Lender of its rights hereunder, shall be deemed to constitute the Lender a mortgagee in possession of the Mortgaged Premises, unless the Lender expressly elects in writing to be so constituted.
- 4. If any default or event of default by the Borrower shall occur under the Note or under the Mortgage, or if default shall occur in the performance of any of the covenants, obligations or agreements of the Borrower under this Assignment, or if any representation or warranty made by the Borrower to the Lender in connection with the loan evidence by the Note is untrue in any material respect, then the Lender may, at its option, declare all sums secured hereby immediately due and payable, and, in addition to making available to the Lender any remedies for default herein set forth, such default, event of default or breach of representation or warranty shall, at the Lender's sole option, constitute and be deemed to be an event of default under the Mortgage, entitling the Lender to every and all rights and remedies therein contained, in addition to those rights and remedies herein set forth, without regard to the adequacy of security for the indebtedness secured hereby, the commission of waste or the insolvency of the Borrower.

- 5. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of any instrument of satisfaction or full release of the Mortgage, unless there shall have been recorded another mortgage in favor of the Lender covering all or any portion of the Mortgaged Premises, this Assignment shall become and be void and of no further effect. Notwithstanding the foregoing, this Assignment shall not be terminated or become null and void as a result of a foreclosure of the Mortgage or a conveyance of title to the Mortgaged Premises, or any portion thereof, to the Lender in lieu of foreclosure, and this Assignment shall continue in full force and effect during any statutory period of redemption from such a foreclosure and notwithstanding the transfer of title to the Mortgaged Premises, or any portion thereof, as a result of completion of such a foreclosure or such a conveyance.
- 6. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or no extitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms hereof shall be in no way affected thereby. The Lender shall be entitled to all rights and remedies available at law, in equity or under statute now and/or at the time of exercise thereof, even though such rights and remedies were not available on the date first above written.
- 7. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective succe(sor) and assigns of the Borrower and the Lender; provided, however, that nothing in this section is injended to be or shall be construed as a waiver of the rights of the Lender under the Mortgage.
- 8. This Assignment is given as security in addition to the security of the Mortgage, and not as part of the security of the Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage and during any statutory period of redemption. The Lender shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the Lender may exercise the security hereof and of the Mortgage concurrently or independently and in any order of preference, all rights and remedies of the Lender set forth herein, in the Mortgage, at law, in equity, under statute and by contract being cumulative.
- 9. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when transmitted by electronic facsimile transmission thereof, upon the next business day after timely and proper deposit, charges prepaid, with any overnight carrier with respect to next day service at the address set forth below, or when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Borrower:

Melrose Lake, L.L.C. 518 Broadway Street Libertyville, Illinois 60048

Attention: Martin G. Tuohy

If to the Lender:

Grand National Bank 7500 West Grand Avenue Gurnee, Illinois 60031

Attention: Mr. Richard N. Scalzo

with a copy to:

Katz Randall & Weinberg 333 West Wacker Drive

Suite 1800

Chicago, Illinois 60606 Attention: Scott H. Kenig

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the charge party hereto as above provided at least ten (10) days prior to the effective date of said change.

- 10. This Assignment and the interpretation and enforcement thereof, shall be governed by the laws of the State of Illingis.
- 11. This Assignment is executed by Grand Premier Trust and Investment, Inc., N.A. not personally, but as Trustee under Trust Agreement dated April 21, 1999 and known as Trust No. 7003921 as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Grand Premier Trust and Investment, Inc., N.A. personally to pay the Note, or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or include herein contained, all such liability, if any, being expressly waived by the holder of the Note and by every person now or hereafter claiming any right or security thereunder, and that so far as Grand Premier Trust and Investment, Inc., N.A. personally is concerned, the holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the conateral for the payment thereof, by the enforcement of the lien created by the Mortgage or other loan documents in the manner therein and in the Note provided or by action to enforce the personal hability of any guarantor or any other signatory to any other loan document providing for or imposing personal liability.

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

> **PREMIER** GRAND TRUST AND INVESTMENT, INC., N.A., not personally but solely as Trustee under Trust Agreement dated April 21, 1999 and known as Trust No. 7003921

Its.

Type

Type MELROSE LAKE, L.L.C., an Illinois limited liability company

Martin G. Tuohy

Member

Lyle Petersen

Member Its: -16/4's Office

STATE OF ILLINOIS)	
COUNTY OF LAKE)	
I Date Colors	41
I, <u>Desrie Colson</u> , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that <u>Harold Schmidt</u>	the
as <u>Trust Officer</u> , of GRAND PREMIER TRUST AND INVESTMENT, INC., N.	
as Trustee under Trust Agreement dated April 21, 1999 and known as Trust No. 7003921, was personally known to me to be the same person whose name is subscribed to the forego	
instrument as such Trust Officer of said Bank, appeared before me this day in personant and the control of the	
and acknowledged that _he signed and delivered the said instrument as his own free	and
voluntary act and is the free and voluntary act of said Bank, as Trustee, for the uses a purposes therein set icrth.	anc
GIVEN under my hand and notarial seal this 30th day of April, 1999.	
allried alfor	_
Notary Public	•
DESRIE A COLSON	Ì
NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 01/08/2002	
Notary Public OFFICIAL SEAL DESRIE A COLSON NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 01/08/2002	5
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STATE OF ILLINOIS) SS.	
COUNTY OF LAKE)	
DO HEREBY CERTIFY that Martin G. T Melrose Lake, L.L.C., are personally known subscribed to the foregoing instrument as su day in person and acknowledged that they sig	blic, in and for said County, in the State aforesaid, uohy and Lyle Petersen, as the sole Members of in to me to be the same persons whose names are ch Members, respectively, appeared before me this gned and delivered said instrument as their own free ary act of said company, for the uses and purposes Seal, this 30th day of April, 1999.
	Clan Kahno,
Ox	Notary Public
No.	My Commission Expires: OFFICIAL SEAL" ALAN E. RIC/1/-RDS otary Public, State o Illinois Commission Expires 10/0 (101)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART LYING NORTH OF LAKE STREET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO HAMMOND AND WESTERN RAILWAY RIGHT OF WAY) DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTER LINE THEREOF) THENCE NORTH ALONG THE SAID EAST LINE A DISTANCE OF 402.96 FEET THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 259.0 FEET THENCE SOUTH PARALLEL TO SAID EAST LINE A DISTANCE OF 268.0 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 6.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 44.92 FEET TO THE NORTH LINE OF LAKE STREET AFORESAID, THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF LAKE STREET AFORESAID 279.88 FEET TO THE PLACE OF BEGINNING: ALSO,

PARCEL 2A:

THAT PART OF EMILIE WIEGLEBS ADDITION TO METROSE BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 201 IN SAID SUBDIVISION SAID POINT BEING IDENTICAL WITH THE NORTHEAST CORNER OF 271H AVENUE AND SECONDARY LAKE STREET (SO CALLED) AS SHOWN ON SAID PLAT OF SUBDIVISION AND RUNNING THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF LOTS 192 TO 201 BOTH INCLUSIVE AND SAID LINE EXTENDED SOUTHEASTERLY FOR A DISTANCE OF 300 FEET TO A POINT, THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID LOT 201, AND SAID LINE EXTENDED NORTH FOR A DISTANCE OF 200 FEET TO A POINT AND THENCE NORTHWESTERLY ON A LINE WHICH IS PARALLEL WITH SAID SOUTHERLY LINE OF LOTS 192 TO 201, AND SAID LINE EXTENDED AND SAID LINE EXTENDED SOUTHEASTERLY FOR A DISTANCE OF 300 FEET TO A POINT IN THE EAST LINE OF

27TH AVENUE, THENCE SOUTH ON THE EAST LINE OF 27TH AVENUE, A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING: ALSO,

PARCEL 2B:

THAT PART OF EMILIE WIEGLEBS ADDITION TO MELROSE, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 201 IN SAID SUBDIVISION SAID POINT DEING IDENTICAL WITH THE NORTHEAST CORNER OF 27TH AVENUE AND SECONDARY LAKE STREET (SO CALLED) AS SHOWN ON SAID PLAT OF SUBDIVISION AND RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 201 EXTENDED NORTHWESTERLY A DISTANCE OF 33.93 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 200 FEET TO A POINT, THENCE SOUTHEASTERLY ALONG A LINE WHICH IS PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 201 AND SAID LINE EXTENDED FOR A DISTANCE OF 33.93 FEET TO A POINT IN THE EAST LINE OF 27TH AVENUE WHICH IS 200 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 201 THENCE SOUTH ALONG THE EAST LINE OF 27TH AVENUE, A DISTANCE OF 200 FEET IV) THE PLACE OF BEGINNING, IN COOK my Clerk! COUNTY, ILLINOIS.

P.I.N. NOS.: 15-04-404-015-0000

15-04-409-032-0000

2701 West Lake Street, Melrose Park, Illinois 60161 **COMMON ADDRESS:**

in a second

EXHIBIT "B"

Leases

That certain Real Estate Lease between the State of Illinois, Department of Central Management Services, as Tenant and Melrose Lake, L.L.C., an Illinois limited liability company, as Landlord with an effective date of December 23, 1998.

Dropperty of Cook County Clark's Office