99636647

6079/0304 03 001 Page 1 of 1999-07-01 15:29:12

Cook County Recorder



ALLSTATE LIFE INSURANCE COMPANY LOAN NO. 121740

DOOPEN TO THE PROPERTY OF THE ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is dated as of July 1, 1999, and is by and between ELM APARTMENTS, L.L.C., an Illinois limited liability company ("Assignor") and ALLSTATE LIFE INSURANCE COMPANY ("Assignee").

RECITALS

Assignor is the owner in fee simple of that certain carcel of real property and all improvements thereon situated in Cook County, Illinois, more particularly described in Exhibit A attached hereto and by this reference incorporated herein (said land together with all rights and appurtenances thereto and all improvements presently located or hereafter constructed thereon being collectively referred to as the "Property").

Simultaneously with the execution and delivery of this Assignment, Assignee has loaned to Assignor the principal sum of Nine Million Two Hundred Fifty Thousand Dollars (\$9,250,000) ("Loan"), which Loan is evidenced by that certain mortgage note of Assignor of even date herewith in the amount of the Loan, bearing interest at the rate per annum as specified therein (said note and any and all renewals, modifications and extensions thereof collectively referred to as the "Note").

1st AMERICAN TITLE order # CC 187304

34304

145-24 (ASINGLES.2)



Simultaneously with the execution and delivery of this Assignment, Assignor has executed and delivered a Mortgage, Assignment of Leases, Rents and Contracts, Security Agreement and Fixture Filing of even date herewith ("Mortgage") as security for the debt as evidenced by the Note (the Note and Mortgage being hereinafter sometimes collectively referred to, together with this Assignment, as the "Loan Documents").

Assignor has entered into certain leases reflected in the rent roll attached hereto as Exhibit B and by this reference incorporated herein.

In order to induce Assignee to make the Loan, Assignor desires to absolutely assign to Assignee all present and future leases covering all or any part of the Property.

NOW THEREFORE, in consideration of the above stated premises and of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, Assignor hereby covenants and agrees with Assignee as follows:

- 1. Assignment of Yeases and Rents. Assignor hereby absolutely, presently and unconditionally grants, assigns, transfers, conveys and sets over unto Assignee, as additional security for the Note, subject to all of the terms, covenants and conditions set forth herein, all of Assignor's right, title and interest in and to the following, whether arising under the Leases (as hereinafter defined), by statute, at law, in equity, or in any other way:
- (a) All of the leases of the Property which are in effect on the date hereof, and entered into or in effect from time to time after the date hereof, including, without limitation, all amendments, extensions, replacements, modifications and renewals thereof and all subleases, concession agreements, any ground leases or ground subleases and all other agreements affecting the same (the "Leases") and all guaranties thereunder;
- (b) All of the rents, income, profits, revenue, judgments, condemnation awards, insurance proceeds, unearned insurance premiums and any other fees or sums payable to Assignor or any other person as landlord and other benefits and rights of the Property arising from the use, occupancy, operation or management of all or any portion thereof or from all the Leases and any proceeds, deposits or security deposits relating thereto, including, without limitation, any award to Assignor made hereafter in any court involving any of the tenants under the Leases in any bankruptcy, insolvency, or reorganization proceeding in any state or federal court, and Assignor's right to appear in any action and/or to collect any such award or payment, and all payments by any tenant in lieu of rent (collectively, "Rents and Profits"); and
- (c) All contracts, agreements, management, operating and maintenance agreements, warranties, licenses, permits, guaranties and sales contracts relating to the Property, entered into by or inuring to the benefit of Assignor (the "Contracts").

- 2. <u>Purpose of Assignment</u>. Assignor hereby agrees that this Assignment is given by Assignor to Assignee to secure the following in such order of priority as Assignee may elect:
- (a) The repayment of the indebtedness evidenced by the Note, the terms of which are incorporated herein by this reference, of even date herewith, payable to the order of Assignee, with interest thereon, as provided therein and all late charges, prepayment premiums, loan fees and commitment fees required under the Note and all extensions, renewals, modifications, amendments and replacements thereof;
- (b) The payment of all other sums which may be advanced by or otherwise be due to Assigned under any provision of the Note, the Mortgage or under any other instrument or document reverred to in clause (c) below, with interest thereon at the rate provided herein or therein:
- Assignor contained (i) in the Note or the Mortgage, or (ii) in any and all pledges or other security agreements, loan agreements, supplemental agreements, assignments, affidavits and all instruments of indebtedness (including, without limitation, any note evidencing a Future Advance, as defined in clause (d)) or security now or nereafter executed by Assignor, or any of the parties constituting Assignor, or any general partners of such parties, in connection with any indebtedness referred to in clauses (a) or (d) of this paragraph of for the purpose of supplementing or amending the Note or the Mortgage or any instrument secured hereby (but specifically excluding from all of the foregoing the Environmental Indemnity Agreement) (all of the foregoing in this clause (ii) as the same may be amended, modified or supplementate from time to time, collectively referred to as "Related Agreements"); and
- (d) The repayment of any other loans or advances, with interest thereon, hereafter made to Assignor (or any successor in interest to Assignor as the owner of the Property or any part thereof), by Assignee when the promissory note evidencing the loan or advance specifically states that said note is secured by the Mortgage, together with all extensions, renewals, modifications, amendments and replacements thereof ("Future Advance").
 - 3. Representations and Warranties. Assignor hereby represents and Warrants that:
- (a) Assignor has the right, power and capacity to make this Assignment and that no person, firm or corporation or other entity other than Assignor has or will have any right, title or interest in or to the Leases or the Rents and Profits.
- (b) The rent roll attached hereto as Exhibit B is a true, accurate and complete list of all Leases now in full force and effect.

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(c) With respect to each Lease in effect at the date hereof; (i) the Lease is in full force and effect and is valid, binding and enforceable in accordance with its terms; (ii) the Lease has not been modified or amended in any respect, nor has any provision thereof been waived, except as disclosed in writting to Assignee prior to the date of this Assignment; (iii) neither the tenant nor lessor thereunder is in default under the terms of the Lease except for those tenant defaults as may be set forth on Schedule 1 to this Assignment; (iv) no rent has been prepaid under the Lease for more than one month in advance; (v) the tenant thereunder has no deduction, claim, counterclaim, set-off, or defense against the lessor thereunder or against the rents or other sums payable or to be payable thereunder.

4. Covenants.

- (a) Assignor shall not, without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed, (i) enter into, or consent to or permit the assignment or subletting of any Leases except that Assignee's prior written approval shall not be required with respect to residential apartment leases in the ordinary course of business which are upon terms and at a rental rate consistent with market practices for comparable properties within the Property's submarket area for a term of no more than eighteen (18) months and which do not contain material modifications to the form of lease previously approved by Assignee; (ii) modify, extend, cancel, consent to any surrender, or in any way alter the terms of any Leases, except in the ordinary course of the business of pradently operating a residential apartment building or take any action under or with respect to any such Leases which would materially decrease either the obligations of the tenant thereunder or the rights or remedies of the landlord or otherwise fail to perform the landlord's obligations under the Leases; (iii) alter, modify, change or terminate the terms of any guaranties of the Leases, except in the croinary course of the business of prudently operating a residential apartment building; (iv) create or permit any lien or encumbrance which, upon foreclosure, would be superior to any such Leases or in any other manner impair Assignee's rights and interest with respect to the Rents and Profits; (v) pledge, transfer, mortgage or otherwise encumber or assign the Leases, the Contracts or the Reas and Profits; or (vi) collect rents more than thirty (30) days prior to their due date.
- (b) Assignor shall, at its sole cost and expense, perform and d scharge all of the obligations and undertakings of the landlord under the Leases. Assignor shall enforce or secure the performance of each and every obligation and undertaking of the tenants under in Leases and will appear in and prosecute or defend any action or proceeding arising under, or it any manner connected with, the Leases or the obligations and undertakings of the tenants (or subtenants) thereunder.
- (c) Assignor agrees, from time to time, to execute and deliver, upon demand, all assignments and any and all other writings as Assignee may reasonably deem necessary or desirable to carry out the purpose and intent hereof, or to enable Assignee to enforce any right or rights hereunder.

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- 5. Events of Default. The term "Event of Default" as used herein shall mean the occurrence of any one of the following:
- (a) If Assignor shall fail to comply with any of the covenants, duties or obligations of Assignor herein and such default shall continue for thirty (30) days or more after written notice to Assignor from Assignee specifying the nature of such default; provided, however, that if such default is of a nature that it cannot be cured within the thirty (30) day period, then Assignor shall not be in default if it commences good faith efforts to cure the default within the thirty (30) day period, demonstrates continuous diligent efforts to cure the default in a manner satisfactory to Assignee and, within a reasonable period, not to exceed 180 days after the date of the original written notice of such default, completes the cure of such default;
- (v) If a default shall occur under the Note, the Mortgage or any Related Agreement and shall not be cured within any applicable curative period as stated therein; or
- (c) If any representation or warranty made by Assignor herein was false or misleading in any material respect when made.

6. Revocable License to Collect Rents.

- (a) Notwithstanding any provision to the contrary contained elsewhere herein, so long as no Event of Default has occurred and subject to paragraph 5 hereof, Assignor shall have a license to manage the Property; to collect, receive and use all Rents and Profits in accordance with the terms of the Leases; to let the Property and to take all actions which a reasonable and prudent landlord would take in enforcing the provisions of the Leases and Contracts; provided, however, that all amounts so collected shall be applied toward operating expenses, real estate taxes and insurance relating to the Property, capital repair items necessary to the operation of the Property, and the payment of sums due and owing under the Note, the Mortgage and this Assignment prior to any other expenditure or distribution by Assignor. From and after the occurrence of an Event of Default (whether or not Assignee shall have exercised Assignee's option to declare the Note immediately due and payable), such license shall be automatically revoked without any action required by Assignee.
- (b) Any amounts received by Assignor or its agents in the performance of any acts prohibited by the terms of this Assignment, including but not limited to any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after the occurrence of an Event of Default under this Assignment, the Note, the Mortgage or any of the other Loan Documents, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any

portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

- 7. Remedies of Assignee. Upon the occurrence of any Event of Default, Assignee in person or by agent or by court-appointed receiver (and Assignee shall have the right to the immediate appointment of such a receiver without regard to the adequacy of the security and Assignor hereby irrevocably consents to such appointment and waives notice of any application therefor) may, at its option, without any action on its part being required, without in any way waiving such default, with or without the appointment of a receiver, or an application therefor:
- (a) take possession of the Property and have, hold, conduct tests of, manage or hire a manager to manage, lease and operate the Property, on such terms and for such period of time as Assignee may leem proper, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto as may seem proper to Assignee;
- (b) with or without taking possession of the Property, collect and receive all Rents and Profits, notify tenants under the Leases or any other parties in possession of the Property, to pay Rents and Profits directly to Assignee, its agent or a court-appointed receiver and apply such Rents and Profits to the payment of.
- (i) all costs and expenses incident to: taking and retaining possession of the Property, management and operation of the Iroperty, keeping the Property properly insured and all alterations, renovations, repairs and replacements to the Property;
- (ii) all taxes, charges, claims, assessments, and any other liens which may be prior in lien or payment to the Loan, and premiums for insurance, with interest on all such items; and
- (iii) the indebtedness secured hereby; together with all costs and reasonable attorney's fees, in such order or priority as to any of such items as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstarting.
 - (c) exclude Assignor, its agents and servants, wholly from the Property;
- (d) at the expense of Assignor, from time to time, have joint access with Assignor to the books, papers and accounts of Assignor relating to the Property;
- (e) commence, appear in and/or defend any action or proceedings purporting to affect the interests, rights, powers and/or duties of Assignee hereunder, whether brought by or against Assignor or Assignee; and

(f) pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Assignee may affect or appear to affect the interest of Assignee or the rights, powers and/or duties of Assignee hereunder.

The receipt by Assignee of any Rents and Profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure any such Event of Default or affect such proceedings or any sale pursuant thereto.

In addition to any provision of this Assignment authorizing Assignee to take or be placed in possession of the Property, or for the appointment of a receiver, Assignee shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/13-1101 et seq., the "Act"), to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Assignee, if and when placed in possession, shall have, in addition to any other powers provided in this Assignment, all rights, powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

8. Indemnity and Assignee's Disclaimer.

- (a) Assignor shall and does hereby agree to indemnify Assignee for and to defend and hold Assignee harmless from any and all liability, loss or damage which Assignee may or might incur under the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any of such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby; and Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor to do so, Assignee may declare all sures so secured to be immediately due and payable.
- (b) This Assignment shall not be deemed or construed to constitute Assignee as mortgagee-in-possession of the Property or to obligate Assignee to take any action hereunder, to incur expenses or to perform or discharge any obligation, duty or liability hereunder or under the Leases and Assignee is not required to take possession of the Property as a condition to the assignment contained herein.
- 9. Waiver and Discretion. The failure of Assignee to enforce any of the terms, covenants or conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Assignment, or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

Assignor and all notices and demands of any kind or nature whatever which Assignor may be required or may desire to give to or serve on Assignee shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt or (iii) served by certified mail, return receipt requested, and addressed to the appropriate address set forth below. Any such notice or demand served by certified mail shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address below stated or at such other address of which said party shall have theretofore notified in writing, as provided below, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time.

All notices shall be addressed as follows:

If to Assignor:

Elm Apartments, L.L.C.

c/o Barry Realty
1213 Touhy Avenue

Park Ridge, Illinois 60068

with a copy to:

Dav d Aufrecht, Esq.

55 West Monroe Street

Suite 3550

Chicago, Illinois 60603

and

Michael D. Aufrecht

6612 North LeMai

Lincolnwood, Illinois 60646

If to Assignee:

Allstate Life Insurance Company

Allstate Plaza South, Suite G5C

3075 Sanders Road

Northbrook, Illinois 60062

Attn: Commercial Mortgage Division

Servicing Department

with a copy to:

Allstate Life Insurance Company

Allstate Plaza South, Suite G5A

3075 Sanders Road

Northbrook, Illinois 60062

Attn: Investment Law Division

or such other place or places as the parties hereto may by ten (10) days' prior written notice thereof from time to time designate for the purpose of receiving notices hereunder.

- 11. <u>Performance and Release</u>. The full repayment of the indebtedness evidenced by the Note and the performance of the obligations set forth in the Mortgage and the duly recorded release thereof or reconveyance of the Property described therein shall constitute a reassignment of the Leases hereby assigned to Assignee.
- 12. Binding Effect. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property (or any portion thereof) and any agreement creating rights in Assignee other than those created herein shall be deemed incorporated herein by reference and made a part hereof for all purposes.
- 13. Actions by Assignee. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.
- Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said inabbtedness and to enforce any other security therefor held by it may be exercised by Assignee wither prior to, simultaneously with, or subsequent to any action taken by it hereunder. It is the intent of both Assignor and Assignee that this Assignment be supplementary to, and not in substitution or derogation of, any provision contained in the Mortgage giving Assignee (as beneficiary the ender) any interest in or rights with respect to the Leases or Rents and Profits. Accordingly, this Assignment shall not be construed in any way to impair or limit any rights or interests which Assignee would otherwise have with respect to the Leases or Rents and Profits by reason of the Mortgage.
- 15. Construction of Terms. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.
- 16. No Merger. Neither this Assignment nor pursuit of any remedy hereunder by Assignee shall cause or constitute a merger of the interests of the tenant and the lessor under any of the Leases such that any of the Leases hereby assigned are no longer valid and binding legal obligations of the parties executing the same.

- 17. Governing Law. This Assignment shall be governed by and construed under the laws of the state in which the Property is located. The United States District Court for the District in which the Property is located and any court of competent jurisdiction of the State in which the Property is located shall have jurisdiction in any action, suit or other proceeding instituted to enforce the Note, the Mortgage, and this Assignment. Assignor hereby waives (a) any objections to the jurisdiction of such courts, (b) any objections to venue and (c) its right to a trial by jury in any action, proceeding or counterclaim brought by Assignee.
- 18. Severability. In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but only to the extent that it is invalid, illegal or unenforceable.
- 19. Modification: This Assignment may not be amended or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any amendment or modification is sought.
- 20. Nonrecourse: Except as otherwise set forth in this section, the liability of Assignor under the Note, this Assignment and the other Loan Documents shall be limited to and satisfied from the Property and the proceeds thereof, the Rents and Profits and all other income arising therefrom, the other assets of Assignor arising out of the Property which are given as collateral for the Note, and any other collateral given in writing to Assignee as security for repayment of the Note (all of the foregoing collectively referred to as the "Loan Collateral"); provided, however, that nothing contained in this section shalf (a) preclude Assignee from foreclosing the lien of the Mortgage or from enforcing any of its rights or remedies at law or in equity against Assignor except as stated in this section, (b) constitute a waiver of any obligation evidenced by the Note or secured by this Assignment or any other Loan Documents, (c) limit the right of Assignee to name Assignor as a party defendant in any action brought under this Assignment, the Note or any other Loan Documents, (d) prohibit Assignee from pursuing all of its rights and remedies against any guarantor or surety, whether or not such guarantor or surety is a member of Assignor, (e) limit the personal liability of Assignor or any member of Assignor to Assignee, for misappropriation or misapplication of funds, fraud, waste, willful misrepresentation or willful damage to the Property, or (f) preclude Assignee from recovering from Assignor and the Indemnitors under that certain Environmental Indemnity Agreement of even date herewith.

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written.

ASSIGNOR:

ELM APARTMENTS, L.L.C., an Illinois limited liability company

By: BARRY REALTY, INC., an Illinois Property or Cook County Clark's Office corporation, its Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)
I, David Aufrecht, notary public in and for said county in the State
aforesaid, DO HEREBY CERTIFY THAT Michael D. Anfrecht,
aforesaid, DO HEREBY CERTIFY THAT Michael D. Astrecht, known to me to be the Vice-fresidat of BARRY REALTY, INC., an Illinois
corporation, the manager of ELM APARTMENTS, L.L.C., an Illinois limited liability company
and personally known to me to be the person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that as such he/she signed
and delivered the said instrument, as his/her free and voluntary act, and as the free and voluntary
act of said corporation and company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 29 day of July, 1999.

"OFFICIAL SEAL"
DAVID AUFRECHT
Notary Public, State of Ulinoid
My Commission Expires 11/21/20

Notary Public

The Clark's Office

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Gregory A. Thorpe, Esq. Kubasiak, Cremieux, Fylstra, Reizen & Rotunno, P.C. 20 South Clark Street Suite 2900 Chicago, Illinois 60603

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EXHIBIT A **LEGAL DESCRIPTION**

LOTS 11 AND 12 IN WALTER S. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

14 WEST ELM STREET

CHICAGO, ILLINOIS

DEX 1.

OF COOK COUNTY CLORES OFFICE PERMANENT NDEX NUMBERS:

17-04-407-013

PAGE 02

Rent Roll CH09 - 14 West Elm St. From 06/28/99

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Unit	Unit Type	Tenant Code	Tenant Name
0105		KUO_	KUO, KAI-YUI (ANNY)
0108 0107		MCKEAN MIN	MCKEANEY, F. OWEN MIN, JAMES
0108		ARMAN	ARMAN MICHAEL OVIDIU, IUHAS (JANITOR)
0109 0110		OVIDIU	OWENS, JEROME! OWENS,
0201		BOS	BOS, BETH MURPHY/ JAHN ARCHITECT
0202 0203		MURPHY SUITER	SUITER, PAULETTE "L
0204		BALTHU	BALTHUN, DONNA/ BROWN. SMITH, CELESTE
0205 0206		SMITCE JANUSZ	JANUSZ ANDREA
0207		AVILAA.	NOTOYA, ENA(SUB)/ AVILA.
0208 020 9		SATTLE WENZEL	SATTLER, THOMAS WENZEL, DIANE M
0210		COPPOL	C()PPOLA, TRACY/ JACOBI,
0301 0302		MUSLEH BORDER	MUSLEH, SIMONA PURTERIE, MARIE
0303		MITCHE	MITC' ELL, SAMUEL & SEBA
0304		IONASC IMORI	GARPETTROBYN/MARTIN, IMORI, #750KO
0305 0306		TZANEF	TZANÉFE /(UR)
0307		ENGLAN	ENGLANDER JENNIFER
0308 0309		HENDRI JURCZY	HENDRICKSON, JULI. JURCZYK, SCOT
0310		ZEREGA	ZEREGA, JULIANNZ
0401 0402		ALTRIÇ PEARSM	ALTRICHTER, ULRICH PEARSON, MARK
0403		MILLS	MILLS STACIEE
0404 0405		BAILEY WILSOL	BAILEY, CHRISTOPHER /B
0406		HULLBR	HULL, BRAD
0407 0408		SEXAUE	SEXAUER, MARK FRANK, JENNIFERV POMER
0409		FRANJE MOERMA	MOERMAN, JENNIFER
0410		TODRYK	TODRYK JENELLE/BAJRD,
0501 0502		IRWINS GUTTER	CIRRONE JENNIFER (SUB)
0503		SANDUS	SANDUSKY, PATRICK/ HART
0504 0505		LIMB MILLNA	LIMB, ANNA/ MASLOV, JES MILLER, NATALIE
0506		NEAL	NEAL, ANGIE
0507		JOHNSW	JOHNSON, WILLIAM *1. BERGER, ADAM M
0508 0509		BERGEA MIYAMO	MIYAMOTO, CORY/ TRAUS,
0510		BLINST	BLINSTRUP, PAMELA
0601 0602		BAIRDJ TAMBOR	BAIRD, JAMES TAMBORNINO, PAUL
0603		SECHLE	SECHLER, KATHERINE, STE
0604		IVORY	IVORY, JAY SCOTT/ SHAPIR BURTON, BRAD(SUB) / DEK
0605 0606		DEKKEL LEGASP	LEGASPI, GERALLIE G
0607		CURTLA	CURTIS, LAURA
0608 0609		HAZELT MINANB	*HAZELTON, JAMES LEKIC, IZABELA (SUB)/ MINA
0610		SURACI	SURACI, LINDA
0701		PAREKH	PAREKH, PURVEE KANG, JEONG-EUN
0702 0703		KANGJ RAKEST	RAKESTRAW, ROBIN/ RAHR
0704		TRAVER	TRAVER DANIEL KLUGEL
0705 070 5		KARABA THORP	KARABAIC, DANIEL THORP, WAYNE A
0707		KACHAN	KACHAN, MARK
07 08 07 0 9		CHANG RAVITZ	CHANG, AMY H RAVITZ, JAMES R.
0710		STEWAR	STEWART, EVELYN
0801		LANDE	LANDE, ANNE LINE
0802 0803		80WERP DINNER	BOWERS, PAULA DINNERSTEIN, JESSICA/KI
0804		ULM	ULM, ANTHONY/ INTERIAL.
080 5 0806		SUTTOM	SUTTON, MELANIE VACANT
9807		LARSEA	LARSEN AMY
0808 0 809		PARSO TRECIO	PARSONS, MICHAEL TRECIOKAS, AMY
0810		TURK	TURK, DENISE B
0901		KIMMI	KIM MI KYUNG (RACHEL)
0902 0903		MODELL	ALLES, MICHAEL JAMES MODELL, MICHELL / NAHRA
0904		ENDERL	ENDERLE KIMBERLY/MAR
0905		BOMGAA	BOMGAARS, RACHEL

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PAGE 03

Rent Roll CH09 - 14 West Elm St. From 06/28/99

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	Unit	Tenant	Tenant
<u>Unit</u>	Туре	Code	Name
0906 0907		JAEGER STONEB	JAEGER JAMES STÖNEBRAKER ROBERT/H
0908		SECTZE	SECTZER, LISA
0909		DINEEN	CUDNEY, DOROTHY/DINEEN
0910 1001		BAUERL LUBINS	BAUERLE, DIANA LUBINSKI, KENNETH
1002		MATTEU	MATTEUCCI, ROBERT DON
1003 ·		ROBER McNEER	ROBERTS, HEATHER GILLI MCNEER, KELLY / GARY, EM
1004 1005		FINN	FINN, COLLEEN
1006		THOMJO	THOMAS, JOHN
1007 1008		HEDGES BISHOJ	HEDGES, CATHERINE BISHOP, JULIE
1009		OTTMER	OTTMER, NICOLE
1010		GILESC	GILES, CURT/ WYCKOFF, S HINDS, BELINDA
1101 1102		HINDS MOTI	ROSS, MARGARET (SUB) M
1103		DICKIN	DICKINSON, JEANNE/ COTT
1104		HANLEY	HANLEY, MICHAEL HUSHES, COLLEEN (SUB) W
1105 1106		WERNER VLASAK	LA'AK, KAREL II
1107		MICAL	MIC/L. VANICE ANN
1108		GARRTA	DEK.(FRF, LAURA(SUB) / G BENSTON, RITT C
1109 1110		BENSTO DARBY	DARRY LSA! UFTRING, ST
1201		EWETUY	EWETUYA. LIGUSTINE
1202		GIBBŞ WOLF	GIBBS, THOMAS WOLF, DAVID/ & CH. F. SER.
1203 1204	1	YELTEN	YELTEN, E SIBEL C BBURI
1205		PIFKE	PIFKE, JESSICA L
1206 1207		AGSTER VALLAB	AGSTER, RICHARDA PATEL, SANGITA (SUB), VALL
1208		SHINSK	SHINSKY, MICHAEL
1209		ZWIRN	ZWIRN, LYNN
1210 1301		ZUCKBO KATTAN	ZUCKER, BONNIE YORK KATTAN, LISA MARIE
1302		Ü	UI, SHIHOKO
1303		HWANG	HWANG, CAROLI KIM, MELI
1304 1305		KONO DALENB	KONO, ANDREW C & ARIK DALENBERG, DEBORAH C
1306		IRLE	IRLE, VERNETTE
1307		BOYKS	BOYKS, CLAUDE A
1308 1309		SMITME MORROK	SMITH, MEAGHAN/ SCHNEI MORROW, KEVIN & SUSAN
1310		YARNOT	YARNOT, JILL "NSF 8/99
1401		GATTON	GATTONE, TONY/ GATTONE
1402 1403		ROBINR	O'KEEFE, GABRIEL(SUB)/ R LENSKI, VANESSA/ BRUML
1404		LENSKI DEMIRC	DEMIRCI, ILGI / MOSHER, H
1405		ANANTA	ANANTANEINI, SUNITA
1408		FILLAT	PATEL, SANGITALSUB), VALL SHINSKY, MICHAEL ZWIRN, LYNN ZUCKER, BONNIE YORK KATTAN, LISA MARIE UI, SHINOKO HWANG, CAROLI KIM, MELI KONO, ANDREW C & ARIK DALENBERG, DEBORAHI C IRLE, VERNETTE BOYKS, CLAUDE A SMITH, MEAGHANI SCHNEI MORROW, KEVIN & SUSAN YARNOT, JILL *NSF 809 GATTONE, TONY/ GATTONE O'KEEFE, GABRIEL(SUB)/ R LENSKI, VANESSA/ BRUML DEMIRCI, ILGI / MOSHER, H ANANTANEINI, SUNITA FILLAT, CHRISTOPHER *MORAN, CRISTIN SAXTON, SHERI ZBARACKI, ISABEL CONROY, SEAN SHAIKH, U.M. & J.E. PFALZGRAF, CRAIG *LEITZES, NICHOLAS/SECRE CRANE, BENJAMINI EBBING GECANITAL MELISSA
1407 1408		MORANC SAXTON	SAXTON, SHERI
1409		ZBARAC	ZBARACKI, ISABEL
1410 1501		CONROY - SHAIKH	CONROY, SEAN SHAIKH, U.M. & J.E.
1502		PFALZG	PFALZGRAF, CRAIG
1503		LEITZE	LEITZES, NICHOLAS/SECRE
1504 1505		CRANEB BECKWI	CRANE, BENJAMIN EBBING BECKWITH, MELISSA
1506		JONESL	JONES, LILIA MARIA
1507 1508		SEITZ DEEM	SEITZ, BRENT DEEM, LORI
1509		JORGEN	JORGENSEN, ANNETTE VIS
1510		GUGLIE	GUGLIELMO, RALPH
1601 1602		PAVLID NETZEL	PAVLICIC, DEJAN NETZEL, REBECCA JEAN
1803		GERHAR	GERHARD, KEVIN/ AMATO,
1604		SKIPPE	SKIPPER, BARBARA
1605 1 506		POURZI STEENB	POURZIAEE, SOBBY STEENBLOCK, TRENT
1807		HELSHA	HELLER, SHAYNE
1608		GERHA	GERHART, CHRISTINE
1609		WEST	WEST, LIVIA MIHALIK, MARGARET
1610 1701		MIHALI POSTEA	POSTEAU, STEPHANIE
1702		MANNIC	MANNING, CLARE
1703		GUERIN	GUERIN, AMY/ CONDON, SA *LORD-BRUM, PATRICIA NS
1704 1705		LORD SOBCZA	SOBCZAK, LUKASZ/ DEPA
1706		ANGELO	ANGELO, STEPHEN PATRIC
1707		CRANEJ	CRANE, JILL
1708		DAVIDS	DAVIDSON, MARK

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CH09 - 14 West Elm St. From 06/28/99

Unit	Unit Type	Tenant Code	Tenant Name
1709 1710	-	REEDW	REED WALTER AJEAN *NS FAIR, MEREDITH NICOLE
1801		SHARO	SHARO: JOHN
1802 1803		JAMESC DEPAGL	DE PAOLO NICHOLAS/ SHA
1804		STEFAN	STEFAN, JÖSEPH MENDIO DEMETIS, ANDREAS
1805 1808		DEMETI FLYNN	FLYNN, MARK
1807 1808		KYTTA TURPIN	KYTTA, JEFFREY TURPIN, ANDRIA M.
1809		LEEKEV	LEE KEVIN K.
1810 1900		CAULWA MAKKI	CAULWAY, JOHN JEFFERY MAKKI, ROSE NSF2/99 / P
LOCK1			VACANT VACANT
LOCK2 LOCK3			VACANT
ST-1		Dupree	Donaid & Sons, Inc.
ST-2 STOR1		Hangge Manage	VANAGEMENT OFFICE

208	Total
179 86.06	Total Occupied % Occupied
29 13.94	Total Vacant % Vacant

Teal

Canh Red By: Man Or Colors

Cach Red By: Man Or Colo

SCHEDULE 1 TO ASSIGNMENT OF LEASES AND RENTS

TENANT DEFAULTS

UNIT NUMBER

TENANT NAME

NATURE AND EXTENT OF

DEFAULT

Proberty of Cook County Clerk's Office