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Cook County Recorder

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555 WEST MONPOE STREET OWNER CORP, as Borrower (Borrower)

COLUMN FINANCIAL, INC., as Lender (Lender)

ASSIGNMENT OF LEASES AND RENTS

Dated: As of November 1, 2002

Location:

555 West Monroe Street

Chicago, Illinois

County:

Cook

PREPARED BY AND UPON **RECORDATION RETURN TO:** 

Brown Raysman Millstein Felder & Steiner LLP 900 Third Avenue New York, New York 10022 Attention: Jeffrey B. Steiner, Esq.

[2857/287]

DOOPY.

#### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of the 1<sup>st</sup> day of November, 2002, by 555 WEST MONROE STREET OWNER CORP, a Delaware corporation, as assignor, having its principal place of business c/o PF Global Real Estate Advisors, LLC, 8 Campus Drive, 4th Floor, Parsippany, New Jersey 07054 ("Borrower") to COLUMN FINANCIAL, INC., a Delaware corporation, as assignee, having an address at 11 Madison Avenue, New York, New York 10010 ("Lender").

### **RECITALS:**

- A. This Assignment is given in connection with a loan in the principal sum of SEVENTY TWO MILLION AND NO/100 DOLLARS (\$72,000,000.00) (the "Loan") made by Lender to Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and evidenced by that certain Promissory Note, dated the date hereof, given by Borrower to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.
- B. The Note is secured by that certain Mortgage and Security Agreement, dated the date hereof (as the same may be amerded restated, replaced, supplemented or otherwise modified from time to time, the "Mortgage") made by Borrower for the benefit of Lender.
- C. Borrower desires to further secure the payment of the Debt and the performance of the Other Obligations under the Note, the Mortgage, the Loan Agreement and the other Loan Documents, as hereinafter set forth.
- D. This Assignment is given pursuant to the Toan Agreement, and payment, fulfillment and performance by Borrower of the Obligations is secured hereby, and each and every term and provision of the Loan Agreement, the Note and the Mortgage, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by Legier and the covenants, agreements, representations and warranties set forth in this Assignment:

### ARTICLE 1: ASSIGNMENT

- 1.1 <u>Property Assigned</u>. Borrower hereby absolutely and unconditionally assigns and grants to Lender all of Borrower's right, title and interest in the following property, rights, interests and estates, now owned or hereafter acquired by Borrower:
- (a) <u>Leases</u>. All existing and future Leases (including the right to enforce, at law, in equity or by other means, such Leases) affecting the use, enjoyment or occupancy of all or any portion of any space in or on that certain lot or piece of land, more particularly described

in Exhibit A annexed hereto and made a part hereof, or in the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and/or improvements now or hereafter located thereon (collectively, the "Property"), including but not limited to (a) that certain Lease dated November 1, 2002 between Borrower and 555 West Monroe Street Tenant LLC and (b) that certain Office Lease dated as of March 1, 2000 between Monroe/Clinton LLC ("Monroe") and The Quaker Oats Company ("Quaker"), as amended by Amendment to Office Lease dated as of April 24, 2000 between Monroe and Quaker and Second Amendment to Office Lease dated as of May 24, 2002 between Monroe and Quaker and Third Amendment to Office Lease dated as of October 25, 2002 between Monroe and Quaker, as the same has been assigned to Borrower, and every modification, amendment or other agreement relating to such Leases, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankrurary Code"), together with any extension, renewal or replacement of the same. This Assignment of other present and future Leases and present and future agreements is effective without further or supplemental assignment.

- (b) <u>Rems</u>. All Rents, which term shall include Rents paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code.
- (c) <u>Bankruptcy Claims</u>. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.
- (d) <u>Lease Guaranties</u>. All of Borrower's right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", and collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", and collectively, the "Lease Guarantors") to Borrower.
- (e) <u>Proceeds</u>. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and/or the Bankruptcy Claims.
- (f) Other. All rights, powers, privileges, options and other benefits of Borrower as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge receipt for, all Rents payable or receive ole under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties.
- (g) <u>Entry</u>. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.
- (h) <u>Power of Attorney</u>. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in <u>Section 3.1</u> of this Assignment, and

with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper, and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment and performance of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Obligations, together with all costs and reasonable attorneys' fees and costs. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender deems advisable, (ii) exercise all right and powers of Borrower, including, without limitation, the right to negotiate, execute, cancer, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) require Borrover to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the rair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of Borrower or its Affiliates, and/or (iv) require Borrower to vacate and surregion possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

- 3.2 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, the Mortgage or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lerder under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by Lender hereunder. Borrower hereby absolutely, unconditionally and in evocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Obligations of Borrower under this Assignment, the Loan Agreement, the Note, the Mortgage, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of (a) Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, or (b) Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).
- 3.3 Other Security. Lender may (i) take or release other security for the payment and performance of the Obligations (including, without limitation, the payment of the Debt), (ii) release any party primarily or secondarily liable therefor, and/or (iii) apply any other security held by it to the payment and performance of the Obligations (including, without limitation, the

any or all other actions designated by Lender for the proper management and preservation of the Property.

(i) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

#### **ARTICLE 2 - TERMS OF ASSIGNMENT**

- Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Caims, and not an assignment for additional security only. Nevertheless, subject to the terms of anis Section 2.1, the Mortgage, the Loan Agreement and the Cash Management Agreement, Leader grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and the other sums due under the Lease Guaranties and Borrower shall hold the Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Obligations, in trust for the benefit of Lender for use in the payment of such sums.
- 2.2 <u>Notice To Lessees</u> Borrower hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender, or to such other party as Lender may direct, all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default exists, and to continue doing so until otherwise notified by Lender.
- 2.3 <u>Incorporation By Reference</u>. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents, as the same may be modified, renewed, substituted or extended from time to time, are hereby made a part of this Assignment to the same extent and with the same for a si ffully set forth herein.

### **ARTICLE 3 - REMEDIES**

Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving any Event of Default, without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise, and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto, and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and, either with or without taking possession of the Property, in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including, without limitation, those past due and unpaid,

reduction or satisfaction of the Debt), in each instance, without prejudice to any of its rights under this Assignment.

- 3.4 Non-Waiver. The exercise by Lender of the option granted it in Section 3.1 hereof and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided, shall not be considered a waiver of any default or Event of Default by Borrower under the Note, the Mortgage, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note or the other Loan Documents. Lender may resort for the payment and performance of the Obligations (including, without limitation, the payment of the Debt) to any other security held by Lender in such order and munier as Lender, in its sole discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.
- 3.5 <u>Bankruptcy</u>. (a) At any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or to the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents in any case in respect of the lessee under such Lease under the Bankruptcy Code.
- (b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject such Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in the foregoing clause (i) within thirty (30) days after Lender's notice shall have been given, subject to the performance by Lender of the covenant provided for in the foregoing clause (ii).

### ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

- No Liability of Lender. After the occurrence of an Event of Default, Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property or from any other act or omission of Lender in managing the Property, unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from (a) any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment other than by reason of the gross negligence or willful misconduct of Lender, and (b) any and all claims and demands whatsoever unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender, including the defense of any such claims or demands why n may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, shall be secured by this Assignment, the Mortgage and the other Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand. Upon the failure of Borrower to so reimburse Lender, Lender may, at its option, declare all sums secured by this Assignment, the Mortgage and the other Loan Documeras immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indentity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.
- 4.2 <u>No Mortgagee in Possession</u>. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taling of actual possession of the Property by Lender. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.
- 4.3 Further Assurances. Borrower will, at the cost of Borrower and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter to be assigned, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver, and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable

security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

#### **ARTICLE 5 - MISCELLANEOUS PROVISIONS**

- 5.1 <u>Conflict of Terms</u>. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.
- 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party(ics) against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in the singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein, the word "Lender" shall mean "Lender and any subsequent holder of the Note, the word "Note" shall mean "the Note and any other evidence of indebtedness incurred under the Loan Agreement," the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys" fees", "Local fees" and "counsel fees" shall include any and all attorney, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels, incurred or paid by Lender in protecting its interest in the Property, the Leases and/or the Rents and/or enforcing its rights hereunder; and whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.
- Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of the term shall not be affected thereby.
- 5.5 Governing Law; Jurisdiction; Service of Process. The provisions of Section 10.3 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.
- 5.6 <u>Termination of Assignment</u>. Upon the satisfaction of the Obligations, this Assignment shall become and be void and of no effect.
- 5.7 <u>Notices</u>. All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.
- 5.8 WAIVER OF TRIAL BY JURY. BORROWER AND LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL

IN WITNESS WHEREOF, this Security Instrument has been executed by Borrower as of the day and year first above written.

### 555 WEST MONROE STREET OWNER CORP,

a Delaware corporation

By: PF Global Real Estate Advisors, LLC,

its agent

Prudential Investment Management, Inc.,

Property of Cook County Clark's Office

Mortgage

BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE MORTGAGE, THE NOTE OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

- **5.9** Exculpation. The provisions of Section 9.4 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.
- 5.16 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and permitted assigns forever. Lender shall have the right to assign or transfer its rights under this Assignment in connection with any assignment of the Loan and the Loan Documents. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Assignment. Borrower shall not have the right to assign or transfer its rights or obligations under this Assignment without the prior written consent of Lender, except as provided in the Loan Agreement, and any attempted assignment without such consent shall be null and void.
- 5.11 <u>Headings</u>, Etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of he provisions hereof.

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STATE OF ILLINOIS)

)ss.:

COUNTY OF COOK )

On the 31 st day of October in the year 2002, before me, the undersigned, personally appeared COLLETE ENFLIGH DIXON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon benef of which the individual(s) acted, executed the instrument.

OFF.

DIANE I

NOTARY PUBLIF

MY COMMISSION Signature and Office of individua taking acknowledgment

Mortgage Acknowledgment

OUNTY COMPASSON

#### **EXHIBIT A**

#### **Legal Description**

(555 W. Monroe Street)

- (A) Lots 2 and 3, except the South 14.08 feet of said Lot 3, in Charles Wesencraft's Subdivision of Lots 3, 4, 5 and 6 in Block 47 of School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
- (B) All of Lots 1 through 6, both inclusive, in Ward's Subdivision of Lot 1 in Block 47 of School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- (C) All those parts of Lot 7 in Ward's Subdivision of Lot 1 in Block 47 and of Lot 2 in Block 47 of School Section Addition to Chicago, and of Lot 1 in Charles Wesencraft's Subdivision of Lots 3, 4, 5 and 6 in Block 47 of School Section Addition to Chicago, all lying North of a line 124.86 feet South of and parallel with the South line of West Monroe Street, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- (D) The vacated North-South 10 lost public alley lying East of and adjoining Lot 1 and West of and adjoining Lots 2 and 3 in Charles Wesencraft's Subdivision of Lots 3, 4, 5 and 6 in Block 47 of School Section Addition to Chicago, all lying North of a line 124.86 feet South of and parallel with the South line of West Monroe Street, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- (G) Easement for ingress and egress for the benefit of Parcels 1(A), 1(B), 1(C) and 1(D) recorded November 2, 2000 as document number 00866229 and re-recorded December 13, 2000 as document number 00977331 and Amendment recorded December 2, 2001 as document number 0011134341 and Second Amendment recorded September 1, 2002 as document number 0020996691 over the following described parcel of real estate: that parcof Lot 2 in Block 47 of School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying South of a line 124.86 feet South of and parallel with the South line of West Monroe Street and North of a line 136.86 feet South of and parallel with the South line of West Monroe Street, in Cook County, Illinois and all that part of Lot 1 in Charles Wesencraft's Subdivision of Lots 3, 4, 5 and 6 in Block 47 of School Section Addition to Chicago, lying South of a line 124.86 feet South of and parallel with the South line of West Monroe Street and North of a line 136.86 feet South of and parallel with the South line of Monroe Street, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

Easement for the ingress and egress for the benefit of Parcels 1A, 1B, 1C and 1D (H) recorded November 2, 2000 as document number 00866228 and re-recorded December 13, 2000 as document number 00977332 and Amendment recorded October 9, 2002 as document number 0021110223 over the following described Parcel of real estate: the East 28 feet of Lots 1 and 9 in Charles Wesencraft's Subdivision of Lots 3, 4, 5 and 6 in Block 47 of School Section Addition to Chicago, lying South of a line 124.86 feet South of and parallel with the South line of West Monroe Street and North of the Easterly extension of the North line of the South 8 feet of Lot 3 in W.B. Egan's Subdivision of Lots 7 and 8 in Block 47 of School Section Addition to Chicago, all in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Or Coo

Address:

-OUNT CORTS OFFICE 555 West Monroe Stree.

Chicago, Illinois

**PINs** 

17-16-107-024 17-16-107-026

17-16-107-029