

ASSIGNMENT OF LEASES, RENTS, PROFITS, AND CONTRACTS

THIS ASSIGNMENT OF LEASES, RENTS, PROFITS, AND CONTRACTS (this "Assignment") is given by WINTZ PROPERTIES, INC. ("Assignor") to COMMERCIAL STATE BANK OF MINNESOTA ("Commercial") and FARMERS AND MERCHANTS STATE BANK OF NEW ULM ("Farmers") (Commercial and Farmers referred to collectively herein as "Assignee").

WITNESSETH:

WHEREAS, Assignor has requested that Assignee provide certain financial accommodation to O.K. Freightways, Inc. and to Wintz Companies and has executed a Corporate Guaranty Agreement of such obligations (the "Guaranty") dated December 21, 1993; and

WHEREAS, Farmers has provided financial accommodations to O.K. Freightways, Inc. under a promissory note from O.K. Freightways, Inc. to Farmers in the principal amount of Four Million Eight Hundred Three Thousand Eight Hundred Sixty-Six and 73/100 Dollars (\$4,803,866.73) of even date herewith and Commercial has provided financial accommodations to Wintz Companies under a promissory note from Wintz Companies to Commercial in the principal amount of Three Million Three Hundred Nineteen Thousand Eight Hundred Eighty and 27/100 Dollars (\$3,319,880.27) of even date herewith (collectively referred to herein as "Notes"), but only upon the security of the Guaranty and the Mortgage and Security Agreement (the "Mortgage") from Assignor of even date herewith, to certain real property located in the City of Chicago, Cook County, Illinois and as described on Exhibit A attached hereto (the "Land"), and all buildings, improvements, fixtures and personal property located thereon or related thereto (the "Improvements," hereinafter referred to together with the Land as the "Project"). This Assignment, the Notes, the Guaranty and the Mortgage and any other documents executed in connection therewith are sometimes collectively referred to herein as "Loan Documents."

NOW THEREFORE, in consideration of the foregoing premises and covenants herein contained, and in further consideration of the reliance of Assignee in extending the financial accommodation to O.K. Freightways, Inc. and to Wintz Companies, and for other valuable consideration, the sufficiency of which is hereby acknowledged, Assignor does hereby incorporate the foregoing Premises into the body of this Assignment and stipulate to their accuracy and does further grant, transfer and assign to Assignee all of Assignor's right, title and interest in and to: (i) Any present or future lease or tenancy, whether written or oral, covering or affecting all or any part of the Project, together with: (a) all guaranties of the aforesaid leases including guaranties of tenant performance; (b) all insurance proceeds, including rental loss coverage and business interruption coverage as to said leases; (c) all awards or proceeds from any condemnation of the property or any part thereof; (d) all judgments or settlements of claims in favor of Assignor and arising out of said leases in any court proceeding, including any bankruptcy, reorganization, insolvency or debtor proceeding or case or otherwise; and

This instrument prepared by:  
mail to  
Grover C. Sayre, III  
O'Neill, Burke, O'Neill, Leonard & O'Brien, Ltd.  
100 South Fifth Street, Suite 1200  
Minneapolis, Minnesota 55402

Commonly known as  
1940 W. 33rd St Chicago

P.I.N. 17-31-207-030, 17-31-207-036, 17-31-207-029;  
17-31-208-005, 17-31-207-037, 17-31-208-008.  
17-31-208-009, 17-31-207-039, 17-31-208-017

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

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(e) all security deposits made thereunder (all of which, together with any extensions, modifications or renewals, are collectively referred to as the "Leases" or singularly as a "Lease"); (ii) All rents and other income or payments of any kind due or payable or to become due or payable to Assignor as the result of any use, possession or occupancy of all or any portion of the Project including but not limited to any payments for reimbursement of common area maintenance expenses, advertising expenses, ad valorem taxes, insurance premiums, utilities, special assessments and cleaning and janitorial costs, or as the result of the use of or lease of any personal property constituting a part of the Project (all of which are collectively referred to as "Rents"), whether the Rents accrue before or after foreclosure of the Mortgage or during any period of redemption from it; (iii) All revenues from the Project in excess of all costs, charges, and expenses which are directly attributable to the operation, repair and maintenance of the Project including all taxes, rates, charges, levies and assessments imposed by any competent authority upon or in respect of the Project (the "Profits"); (iv) All contracts between Assignor and third parties related to or having to do with the managing, marketing, maintenance or operation in the normal course of business of the Project, except for contracts or subcontracts pertaining to any restoration, refurbishment, improvement or construction of or on the Project (the "Contracts"), all for the purpose of securing:

- (A) Payment of all indebtedness due under the Guaranty and all other sums secured by the Mortgage or this Assignment; and
- (B) Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the Guaranty.

Assignor warrants and covenants that it is the absolute owner of the Leases, Rents, Profits, and Contracts, free and clear of all liens and encumbrances other than as set forth on Exhibit B if attached hereto; that, except as so shown on an Exhibit B if attached hereto, it has not previously assigned or otherwise encumbered its interest in any of the Leases, Rents, Profits, or Contracts to any person or entity; that it has the right under applicable law, the Leases, the Contracts, its formative or charter documents, and otherwise to execute and deliver this Assignment and keep and perform all of its obligations pursuant to it; that it will not convey or attempt to convey any interest in the Leases, Rents, Profits, and Contracts and that it shall warrant and defend the Leases, Rents, Profits, and Contracts against all adverse claims, whether now existing or hereafter arising.

Assignor further covenants and agrees with Assignee as follows:

1. Performance of Leases and Contracts. Assignor shall faithfully abide by, perform and discharge each obligation, covenant and agreement which it becomes liable to observe or perform under any present or future Lease or Contract, and, at its sole cost and expense, enforce or secure the performance of each obligation, covenant, condition and agreement to be performed by the tenant under each Lease or the third party obligated under each Contract. Assignor shall not hereafter cancel, surrender or terminate any Lease or Contract, exercise any option which might lead to such termination, or change, alter, or modify the same or consent to the release of any party liable thereunder or to an assignment of the lessee's interest therein. Assignor shall observe and comply with all provisions of law applicable to the operation and ownership of the Project and shall give prompt written notice to Assignee of any notice of default on the part of Assignor with respect to any Lease or Contract. Assignor shall further,

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at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or Contract or the obligations, duties, or liabilities of Assignor or any party pursuant to any Lease or Contract. Assignor shall not lease or otherwise permit the use of all or any portion of the Project for rent that is below the fair market rent for such property.

2. **Collection of Rents.** The condition of this Assignment is such that unless and until there occurs an event of default under the provisions of this Assignment or any of the Loan Documents, Assignor has the right under a license retained and reserved hereby (but limited as provided in this Assignment) to collect (when due and not in advance) sums received pursuant to said Leases, Rents, Profits, and Contracts and hold the same as a trust fund for application toward the claims and expenses stated in the following Section 8, in the same order as therein stated, and then for application to the debt service on any lien or encumbrance subordinate to the Mortgage and only thereafter to Assignor for such uses, purposes, privileges and benefits as Assignor may choose; provided however, that from and after the occurrence of an event of default under this Assignment or any of the Loan Documents, such license will, without any further action, be revoked and the right of Assignor to enjoy the powers and privileges of said Leases, Rents, Profits, and Contracts will wholly cease, whereupon Assignee shall be entitled to all of Assignor's right, title and interest in and to the Leases, Rents, Profits, and Contracts, hereby assigned, including specifically the right to collect Rents and Profits.
3. **Events of Default.** Any of the following constitutes an "Event of Default" under this Assignment:
  - A. Assignor fails to perform or observe any agreement, covenant, or condition required under this Assignment, the Mortgage, the Guaranty, or any other Loan Document.
  - B. There occurs an event of default under the Guaranty.
  - C. There occurs an event of default in either of the Notes or any other Loan Document.
4. **Remedies.** Upon the occurrence of any Event of Default, Assignee may, at its option, at any time:
  - A. In the name, place and stead of Assignor and without becoming a mortgagee in possession (i) enter upon, manage and operate the Project or retain the services of one or more independent contractors to manage and operate all or any part of the Project; (ii) make, enforce, modify and accept surrender of the Leases and Contracts; (iii) obtain or evict tenants, collect, sue for, fix or modify the Rents and enforce all rights of Assignor under the Leases or Contracts; (iv) give notice to the parties obligated under the Contracts to perform their obligations thereunder for the benefit of Assignee in like manner as if Assignee were Assignor; and (v) perform any other acts that may be necessary or proper to protect the security of this Assignment.
  - B. With or without exercising the rights set forth in subparagraph (A) above, give or require Assignor to give notice to any or all tenants under the Leases or obligees under

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the Contracts, authorizing and directing the tenants to pay all Rents under the Leases directly to Assignee and the obligees under the Contracts to perform those obligations for the benefit of Assignee, in like manner as if it were Assignor.

- C. Without regard to waste, adequacy of the security or solvency of Assignor, apply for the appointment of a receiver regarding the Project, whether or not foreclosure proceedings are pending under the Mortgage, and if such proceedings were commenced, whether or not a foreclosure sale has occurred; and Assignor consents to such application and appointment.

The exercise of any of the foregoing rights or remedies and the application of the rents, profits and income will not cure or waive any event of default, or notice of default, under any Loan Document or invalidate any act done pursuant to such notice. This Assignment in no way operates to prevent Assignee from pursuing any remedy which it now has or hereafter may have under the terms and conditions of any Loan Document but will be deemed an additional remedy, cumulative with the remedies granted therein.

5. Protecting the Security of This Assignment. Should Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then Assignee may, without obligation to do so and without releasing Assignor from any obligation of any kind, make or do the same in such manner and to such extent as Assignee deems appropriate to protect its security as evidenced by this Assignment, including specifically and without limitation, the right to commence, appear in, and defend any action or proceeding purporting to affect said security, or the right or powers of Assignor, and also the right to perform and discharge each obligation, covenant and agreement of Assignor contained in the Leases and Contracts, and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorney's fees. Assignor shall pay immediately upon demand all sums expended by Assignee under the authority of this Assignment, together with interest thereon at the rate of interest established by the assignee, and the same will be added to said indebtedness and be secured hereby and by the Mortgage.
6. Present Assignment. This Assignment constitutes a perfected, absolute and present assignment.
7. Survival of Obligation to Comply with Mortgage and This Assignment. This Assignment is given as security in addition to the Mortgage. Assignor shall observe and comply with all terms and conditions contained in the Mortgage and in this Assignment and preclude any event of default from occurring under said Mortgage. All of Assignor's obligations under the Mortgage will survive foreclosure of such and Assignor shall observe and comply with all terms and conditions of said Mortgage and this Assignment to preclude any event of default from occurring therewith throughout any applicable period of redemption.
8. Application of Rents, Profits and Income. All Rents collected by Assignee or the receiver each month are to be applied in the following order of priorities, unless applicable law requires a different order of priorities:
- A. to payment of all reasonable fees of the receiver approved by the court;

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- B. to payment of all prior or current real estate taxes and special assessments with respect to the Project or, if the Mortgage requires periodic escrow payments for such taxes and assessments, to the escrow payments then due;
- C. to payment of all premiums then due for the insurance required by the provisions of the Mortgage or, if the Mortgage requires periodic escrow payments for such premiums, to the escrow payments then due;
- D. to payment of expenses incurred for normal maintenance of the Project;
- E. if applicable law requires, to the repayment when due of all tenant security deposits, together with interest thereon;
- F. during the entire period of Assignee's interest in, lien on, or encumbrance of the Project, or during any redemption period, to Assignee for payment of the obligations evidenced and secured by the Loan Documents (which may include payments to priority creditors as disclosed on any Exhibit B hereto, in order to protect the security of Assignee's debt as evidenced by the Loan Documents), but no such payment made after acceleration of the indebtedness will affect such acceleration.

The rights and powers of Assignee under this Assignment and the application of Rents under this Paragraph (8) will continue and remain in full force and effect both prior to and after commencement of any foreclosure action and after foreclosure sale and until expiration of any redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

9. Assignee Not to Become Liable and Third Parties Not to Acquire Rights. Assignee is not obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Assignor under the Leases or Contracts. This Assignment will not operate to place upon Assignee responsibility for the control, care, management or repair of the Project or for the performance of any of the terms and conditions of the Leases or Contracts. Assignee shall not be responsible or liable for any waste committed on the Project, for any dangerous or defective condition of the Project, for any negligence in the management, upkeep, repair or control of the Project or for failure to collect the Rents. No third party shall acquire any rights against Assignee as a result of this Assignment, the provisions of which have been granted to Assignee by Assignor solely for the benefit of Assignee. Notwithstanding any language to the contrary contained in this Assignment, Assignee shall not be deemed to be in privity of contract with any party having contractual relations with Assignor pursuant to a Lease or Contract unless and until Assignee has exercised the remedies provided by this Assignment following the occurrence of an event of default and has elected to require the contractual performance of a party obligated by said Lease or Contract, and then Assignee shall be liable only during the period in which the remedies provided by this Assignment are so exercised and not before or after.
10. Assignor's Indemnification. Assignor shall indemnify, defend and hold harmless Assignee (and its officers, directors, employees, agents, representatives and attorneys [collectively "representa-

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tives" ]) from and against all claims, suits, damages, losses, expenses, costs, obligations, liabilities, recoveries and deficiencies including interest, penalties and attorneys' fees, that Assignee, or any of its representatives incur or suffer, which arise or result from or relate to: (i) the execution of this Assignment or the consummation and completion of the transaction and Project contemplated in this Assignment; or (ii) the breach of, or failure by Assignor to perform any representation, warranty, covenant or agreement given or made by Assignor herein, or in any writing furnished or to be furnished by Assignor under this Assignment.

11. Authorization to Tenant and to Third Parties Obligated under Contracts. Upon notice from Assignee that it is exercising the remedy set forth in this Assignment, the tenants under the Leases are hereby irrevocably authorized and directed to pay to Assignee all sums due under the Leases, and Assignor hereby consents and directs that said sums will be paid to Assignee without the necessity for a judicial determination that a default has occurred or that Assignee is entitled to exercise its rights pursuant to this Assignment, and to the extent such sums are paid to Assignee, Assignor agrees that the tenant has no further liability to Assignor for the same. Upon the same basis, Assignor hereby authorizes and directs any party obligated under a Contract to perform that Contract for the benefit of Assignee, in like manner as if Assignee were Assignor. The signature of Assignee alone is sufficient for the exercise of any rights under this Assignment and the receipt by Assignee alone of any sums received is full discharge and release of any such tenant or occupant of the Project. Checks for all or any part of the Rents collected under this Assignment will, upon notice from Assignee, be drawn to the exclusive order of Assignee.
12. Satisfaction. Upon the payment in full of all indebtedness secured hereby, as evidenced by a recorded satisfaction of the Mortgage, this Assignment becomes, without the need for any further satisfaction or release, null and void and of no further effect.
13. Assignee an Attorney-In-Fact. Assignor hereby irrevocably appoints Assignee, and its successors and assigns, as its agent and attorney-in-fact coupled with an interest, and with the right but not the duty to exercise any rights or remedies granted by this Assignment and to execute and deliver during the term of this Assignment any such instruments as Assignee may deem appropriate to make this Assignment and any further assignment effective, including, without limitation, the right to endorse on behalf and in the name of Assignor all checks from tenants in payment of Rents.
14. Assignee Not a Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment will be construed as constituting Assignee as a mortgagee in possession.
15. Specific Assignments of Contracts Requested by Assignee. Upon notice, Assignor shall transfer and assign to Assignee any specific Lease or Contract requested by Assignee. Such transfer or assignment will be upon the same or substantially the same terms and conditions as are herein contained, and Assignor shall promptly file or record such assignment, at Assignor's expense, if requested by Assignee. Upon request of Assignee, Assignor shall further obtain the consent of the lessee to the assignment and subordination of the Lease to the priority of the Mortgage.

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## EXHIBIT A

### PARCEL 1:

LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34 AND A PART OF LOT 35 IN J. P. WILLARDS SUBDIVISION OF THE WEST 1/2 OF BLOCK 5, LOTS 17 TO 22 INCLUSIVE, LOT 34 AND PART OF LOTS 16 AND 35 OF HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF BLOCK 5, LOTS 1, 2, 4, 5, AND 6 IN THE RESUBDIVISION OF PART OF THE EAST 1/2 OF BLOCK 5 TOGETHER WITH VACATED STREET AND ALLEY LYING BETWEEN SAID LOTS ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE NORTH LINE OF WEST 33RD STREET; THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY, A DISTANCE OF 250 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, A DISTANCE OF 459.06 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH ALONG THE WEST LINE OF SOUTH WOLCOTT STREET 63.87 FEET TO AN ANGLE IN SAID STREET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID SOUTH WOLCOTT STREET, A DISTANCE OF 284.68 FEET TO THE NORTH LINE OF WEST 33RD STREET; THENCE WEST ALONG THE NORTH LINE OF WEST 33RD STREET, A DISTANCE 244.20 TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 14 TO 25, BOTH INCLUSIVE, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION IN THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 1 TO 13, INCLUSIVE TAKEN AS A TRACT, EXCEPTING FROM SAID TRACT THE NORTH 33 FEET THEREOF IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

A PARCEL OF LAND COMPRISING ALL OF LOTS 36 TO 42, INCLUSIVE TOGETHER WITH PARTS OF LOTS 35 AND 43, ALL IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5; ALSO ALL OF LOTS 9 TO 15 INCLUSIVE, ALL OF LOTS 36 TO 42 INCLUSIVE, TOGETHER WITH PART OF LOTS 8, 16, 35 AND 43, ALL IN HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF SAID BLOCK 5; ALSO THAT PART OF THE VACATED STREET AND VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS THEREOF, ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN SAID J. P. WILLARD'S SUBDIVISION WITH A LINE 250 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF ALLEY, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH A LINE 450 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF WEST 33RD STREET; THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 459.06 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WOLCOTT STREET, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH THE LAST MENTIONED PARALLEL LINE IN THIS DESCRIPTION; AND THENCE WEST ALONG THE PARALLEL LINE A DISTANCE OF 459.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 5A:

A PARCEL OF LAND COMPRISING LOTS 6, 7, 44, AND 45 AND PARTS OF LOTS 5, 8, 43, AND 46 AND PART OF VACATED ALLEY ADJOINING SAID LOTS, IN HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43, 46, 47, 48, 49, AND 50 IN WILLARDS SUBDIVISION OF THE WEST 1/2 OF BLOCK 5, TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF VACATED WEST 32ND STREET, ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 66 FEET IN WIDTH, THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID, (EXCEPTING FROM THE AFORESAID STRIP OF LAND THE NORTH 1/2 OF THE EAST 250.00 FEET THEREOF).

## PARCEL 5B

A PERPETUAL NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING LAND: THE NORTH 1/2 OF OF THE EAST 250.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN COOK COUNTY, ILLINOIS: A PARCEL OF LAND COMPRISING LOTS 6, 7, 44, AND 45 AND PARTS OF LOTS 5, 8, 43, AND 46 AND PART OF VACATED ALLEY ADJOINING SAID LOTS IN HERRICK STEVEN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43, 46, 47, 48, 49 AND 50 IN WILLARDS SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF VACATED WEST 32ND STREET, ALL IN CANAL TRUSTEES SUBDIVISION OF THE THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: A STRIP OF LAND 66.00 FEET IN WIDTH THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID.



~~EXCEPTIONS FROM COVERAGE~~

~~THIS WARRANTY DOES NOT EXTEND TO ANY LOSS OR DAMAGE TO THE PROPERTY CAUSED BY THE NEGLIGENCE OF THE COUNTY, INCLUDING THE NEGLIGENCE OF ANY EMPLOYEE OR AGENT OF THE COUNTY.~~

~~EXEMPTIONS:~~

~~PROPERTY OF PARTIES IN POSSESSION FOR WHICH THE COUNTY IS NOT RESPONSIBLE.~~  
~~ENCUMBRANCES, EASEMENTS, RIGHTS, INTERESTS OR OTHER MATTERS WHICH ARE NOT SUBJECT TO THE JURISDICTION OF THE COUNTY.~~  
~~ENCUMBRANCES, EASEMENTS, RIGHTS, INTERESTS OR OTHER MATTERS WHICH ARE NOT SUBJECT TO THE JURISDICTION OF THE COUNTY.~~  
~~ENCUMBRANCES, EASEMENTS, RIGHTS, INTERESTS OR OTHER MATTERS WHICH ARE NOT SUBJECT TO THE JURISDICTION OF THE COUNTY.~~  
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~~ENCUMBRANCES, EASEMENTS, RIGHTS, INTERESTS OR OTHER MATTERS WHICH ARE NOT SUBJECT TO THE JURISDICTION OF THE COUNTY.~~  
~~ENCUMBRANCES, EASEMENTS, RIGHTS, INTERESTS OR OTHER MATTERS WHICH ARE NOT SUBJECT TO THE JURISDICTION OF THE COUNTY.~~

1. TAXES FOR THE YEARS 1992 AND 1993

NOTE: 1992 FINAL INSTALLMENT NOT DELINQUENT BEFORE AUGUST 1, 1993.  
NOTE: 1993 TAXES NOT DELINQUENT BEFORE MARCH 1, 1994.  
NOTE: THE AMOUNT OF THE 1992 FIRST ESTIMATED INSTALLMENT HAS BEEN DEPOSITED WITH THE COUNTY COLLECTOR.

PERMANENT TAX NOS. 17-31-207-030, 17-31-208-015, 17-31-207-036,  
17-31-207-029, 17-31-207-037, 17-31-208-009, 17-31-208-009, 17-31-207-039,  
AND 17-31-208-017.

2. RIGHTS OF PUBLIC AND QUASI-PUBLIC UTILITIES IN SAID VACATED STREET AND ALLEY FOR MAINTENANCE THEREIN OF POLES AND CONDUITS BY REASON OF A 6 INCH WATER MAIN RUNNING NORTH AND SOUTH LOCATED 26 FEET EAST OF THE WEST LINE OF VACATED WINCHESTER AVENUE AND BY REASON OF POLES, ANCHORS AND AERIAL CABLES OF THE ILLINOIS BELL TELEPHONE COMPANY IN THE NORTH AND SOUTH VACATED ALLEY BETWEEN VACATED SOUTH WINCHESTER AVENUE AND SOUTH WOLCOTT AVENUE.

(AFFECTS PARCELS 1, 4, AND 5)

3. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE WARRANTY DEED DATED DECEMBER 1, 1959 AND RECORDED DECEMBER 19, 1959 AS DOCUMENT 17744954 FROM DARLING AND COMPANY TO FREIGHT DISTRIBUTORS INC THAT THE LAND WILL NOT BE USED FOR A GENERAL RENDERING BUSINESS OR FOR THE PURPOSE OF STORING, HANDLING OR CURING HIDES, SKINS, TALLOW, CRACKLING OR FOR THE SELLING, HANDLING OR OTHERWISE DEALING IN ANY PRODUCT OR PROPERTY WHICH IS THE RESULT OF SAID BUSINESS OR FOR THE PURPOSE OF GIVING INGRESS AND EGRESS BY RAIL OR OTHERWISE TO ANY RENDERING PLANT OR COMPANY OR OWNER THEREOF.

~~ENCUMBRANCES, EASEMENTS, RIGHTS, INTERESTS OR OTHER MATTERS WHICH ARE NOT SUBJECT TO THE JURISDICTION OF THE COUNTY.~~

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SCHEDULE B

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(CONTINUED)

(AFFECTS PARCEL 2)

4. (A) RIGHTS OF THE MUNICIPALITY, STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO VACATED ALLEY AND OF WINCHESTER STREET;

(B) RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED ALLEY AND OF WINCHESTER STREET FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC.

(AFFECTS PARCEL 5)

5. ENCROACHMENT OF STEEL FENCE AND CONCRETE APRON OVER NORTH LINE OF PARCEL 5 AS SHOWN ON PLAT OF SURVEY DATED APRIL 13, 1951.

6. EASEMENT FOR INGRESS AND EGRESS OVER AND UPON PART OF PARCEL 5A AS CREATED BY MUTUAL EASEMENT AGREEMENT BETWEEN THE C. K. TRUCKING COMPANY AND TRUSTEES UNDER THE AGREEMENT DATED NOVEMBER 20, 1961 ALSO KNOWN AS THE CHICAGO KANSAS CITY FREIGHT LINES INC EMPLOYEES PROFIT SHARING TRUST DATED JANUARY 25, 1972 AND RECORDED MARCH 14, 1972 AS DOCUMENT 21835729.

(AFFECTS THE SOUTH 1/2 OF THE EAST 250 FEET OF A STRIP OF LAND 66 FEET IN WIDTH LYING IN THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 5 TO 8, BOTH INCLUSIVE LOTS 43 TO 46, BOTH INCLUSIVE AND THE 15 FOOT NORTH AND SOUTH ALLEY VACATED PER DOCUMENT 11127078, WEST OF AND ADJOINING THE WEST LINE OF THE AFORESAID LOTS 43 TO 46, ALL IN HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN COURTS SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE SOUTH LINE OF THE AFORESAID STRIP OF LAND LAND BEING A LINE DRAWN 450.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 25 AND 26 IN THE AFORESAID HERRICK STEVENS' SUBDIVISION SAID SOUTH LINE OF LOTS 25 AND 26 BEING ALSO THE NORTH LOT OF WEST 33RD STREET, THE EAST LIMIT OF THE AFORESAID STRIP OF LAND BEING THE EAST LINE OF THE AFORESAID LOTS 43 AND 46, ALL IN COOK COUNTY, ILLINOIS.)

7. RIGHTS OF THE PUBLIC AND QUASI-PUBLIC UTILITIES, IF ANY, IN THE LAND WITH RESPECT TO UNRECORDED EASEMENTS.

8. THE RECORDING OF ANY DEED OR OTHER INSTRUMENT OF CONVEYANCE OF THE LAND, OR ASSIGNMENT OF THE BENEFICIAL INTEREST UNDER A LAND TRUST, THE TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, MAY BE SUBJECT TO REAL ESTATE TRANSFER TAXES LEVIED BY THE CITY OF CHICAGO AND IS SUBJECT TO:

- (1) PRIOR APPROVAL BY THE WATER COMMISSIONER AND
- (2) EITHER CERTIFICATION OF EXEMPTION FROM THE CITY BUILDING

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11/15/2011

11/15/2011

[REDACTED]

[REDACTED]

**INSTRUMENT COVERAGE**

(CONTINUED)

REGISTRATION ORDINANCE OR ATTACHMENT OF EITHER A CERTIFICATION OF REGISTRATION OR A RECEIPT FROM THE DEPARTMENT OF BUILDINGS SHOWING THAT THE BUILDING HAS BEEN REGISTERED BY THE PURCHASER. IN THE ABSENCE OF SUCH APPROVAL, THE RECORDER OF DEEDS IS REQUIRED BY STATE LAW TO REFUSE TO RECORD OR REGISTER INSTRUMENTS OF CONVEYANCE THAT ARE NOT IN COMPLIANCE WITH SUCH TAX REQUIREMENTS.

**FOREIGN TRANSCRIPT OF JUDGMENT ENTERED IN:**

CASE NUMBER: 9106997  
COURT: CIRCUIT  
COUNTY: HAMILTON COUNTY, OHIO  
RECORDED: FEBRUARY 19, 1992  
DOCUMENT NUMBER: 02104489  
IN FAVOR OF: BRUCE A. COOK INC., DBA COOK TRANS SERVICE AGENCY  
AGAINST: OK TRUCKING COMPANY  
AMOUNT: \$13,941.04

**ENCROACHMENTS AS DISCLOSED BY SURVEY MADE BY CHICAGOLAND SURVEY COMPANY DATED JULY 6, 1992 AS FILE NO. 52-44:**

- A) GATE OVER 15 FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF 15 FEET BETWEEN PARCELS 1 AND 2.
- B) FENCE OVER 15 FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF ABOUT 100 FEET BETWEEN PARCELS 3, AND 5A
- C) CONCRETE WALKS OVER 15 FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF 15 FEET BETWEEN PARCELS 3, 4, AND 5A.
- D) OVERHUNG CONCRETE WALL WITH LIGHT POLES OVER THE WEST LINE OF PARCELS 2 AND 3 BY UNDISCLOSED AMOUNTS.
- E) DRIVEWAY LOCATED MAINLY ON PARCELS 5A AND 5B OVER AND ONTO PROPERTY NORTH AND ADJOINING BY AN UNDISCLOSED AMOUNT.
- F) FENCE LOCATED MAINLY ON THE LAND OVER THE SOUTHEAST CORNER OF PARCEL 1 BY AN UNDISCLOSED AMOUNT FOR A DISTANCE OF 284 FEET.

**RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES, IF ANY, IN EASEMENT RECORDED AS DOCUMENT 14468202 AND ABROGATED BY INSTRUMENT RECORDED AS DOCUMENT 21835726 FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC.**

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(CONTINUED)

(AFFECTS PARCEL 5B)

- 2. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED WEST 32ND STREET FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC.
- 3. JUDGEMENT ENTERED IN CASE 92UC2319 IN UNITED STATES DISTRICT COURT ON JUNE 16, 1992 IN FAVOR OF LOCAL 710 HEALTH, WELFARE AND PENSION FUNDS IN THE AMOUNT OF \$71,937.30 AND AGAINST OK TRUCKING COMPANY, AN OHIO CORPORATION, NOTICE FILED NOVEMBER 13, 1992 AS DOCUMENT 92851742.
- 4. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 6 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.  
(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

~~15. NOTE THE FOLLOWING IS THE FULL AND COMPLETE LIST OF ALL THE PROPERTY OWNERS OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT.~~

~~THE FOLLOWING INSTRUMENTS DESCRIBING THE PROPERTY DESCRIBED IN THIS INSTRUMENT ARE ON RECORD IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS:~~

~~RECORDS OF COOK COUNTY, ILLINOIS, PARCEL 13, 1992~~

15. MECHANICS' LIEN CLAIM:

BY: PROFESSIONAL TANK SERVICES LTD.  
 AGAINST: OK TRUCKING COMPANY  
 RECORDED: APRIL 8, 1993  
 DOCUMENT NUMBER: 93262236 AND RE-RECORDED APRIL 12, 1993 AS DOCUMENT 93267320  
 AMOUNT: \$13,198.41

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When Recorded, Return to:  
CHICAGO TITLE INSURANCE COMPANY  
221 South Franklin Street - Suite 100  
Minneapolis, Minnesota 55402

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