
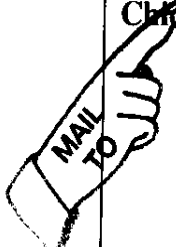


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WHEN RECORDED MAIL TO	SPACE ABOVE THIS LINE FOR RECORDER'S USE
<p>This instrument was prepared by: Samuel P. Gussis/Shaw Gussis 321 N. Clark, Suite 800 Chicago, IL 60610</p>	 <p>Doc#: 0729260070 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 10/19/2007 02:55 PM Pg: 1 of 12</p>



Property of COOK COUNTY CLERK'S OFFICE

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of October 18, 2007, by SMITHFIELD PROPERTIES XLIV LLC, an Illinois limited liability company ("Borrower") to CITIGROUP GLOBAL MARKETS REALTY CORP., a New York corporation ("Lender").

Borrower, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Lender the entire lessor's interest in and to all current and future leases and other agreements affecting the use, enjoyment, or occupancy of all or any part of the Property (as defined in the Mortgage, which is defined below), which Property includes that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof.

TOGETHER WITH all other leases and other agreements affecting the use, enjoyment or occupancy of any part of the Property now or hereafter made affecting the Property or any portion thereof, together with any extensions or renewals of the same (all of the leases and other agreements described above together with all other present and future leases and present and future agreements and any extension or renewal of the same are hereinafter collectively referred to as the "Leases");

TOGETHER WITH all rents, income, issues, revenues and profits arising from the Leases and renewals thereof and together with all rents, income, issues and profits from the use, enjoyment and occupancy of the Property (including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents, security deposits, room revenues and liquidated damages following default under any Leases, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, all of Borrower's rights to recover monetary amounts from any Lessee (as hereinafter defined) in bankruptcy

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including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejection of a Lease, together with any sums of money that may now or at any time hereafter be or become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas and mining Leases covering the Property or any part thereof, and all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property) (all of the rights described above hereinafter collectively referred to as the "Rents").

THIS ASSIGNMENT is made for the purposes of securing:

A. The payment of the Debt as defined in that certain Promissory Note dated as of the date hereof made by Borrower to Lender in the principal sum of \$12,000,000 (as the same may be amended, restated, extended or otherwise modified from time to time, the "Note"), which Note is secured by, among other things, the Mortgage (as defined in the Note) covering the Property.

B. The performance and discharge of each and every obligation, covenant and agreement of Borrower contained herein and in the other Loan Documents (as defined in the Note).

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Present Assignment. Borrower does hereby absolutely and unconditionally assign to Lender all of Borrower's right, title and interest in all current and future Leases and Rents, it being intended by Borrower that this assignment constitute a present, absolute assignment and not an assignment for additional security only. Such assignment to Lender shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any of the Leases or otherwise to impose any obligation upon Lender. Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance satisfactory to Lender, as may hereinafter be requested by Lender to further evidence and confirm said assignment. Lender is hereby granted and assigned by Borrower the right to enter the Property for the purpose of enforcing its interest in the Leases and the Rents, this Assignment constituting a present, absolute and unconditional assignment of the Leases and Rents. Nevertheless, subject to the terms of this paragraph, Lender grants to Borrower a revocable license to operate and manage the Property and to collect the Rents so long as no Event of Default exists. Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums. Upon an Event of Default (as such term is defined in the Mortgage), the license granted to Borrower herein shall automatically be revoked, and Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Property. Borrower hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected

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after the revocation of the license herein granted may be applied toward payment of the Debt in such priority and proportion as Lender, in its discretion, shall deem proper.

2. Remedies of Lender. Upon or at any time after an Event of Default, Lender may, at its option, without waiving such Event of Default, subject to notice provisions in the other Loan Documents and without regard to the adequacy of the security for the Debt, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property 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, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents to the payment 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, premiums for all insurance which Lender may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements and all expenses incident to taking and retaining possession of the Property and (b) the Debt (including all costs and attorneys' fees). In addition to the rights which Lender may have herein, upon the occurrence of an Event of Default, Lender, at its option, may either require Borrower to pay monthly in advance to Lender, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in possession of Borrower or may require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise. For purposes of Paragraphs 1 and 2 hereof, Borrower grants to Lender its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Lender for the proper management and preservation of the Property. The exercise by Lender of the option granted it in this paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default under any of the Loan Documents.

3. No Liability of Lender or Indemnified Parties. Lender, its successors, assigns and their respective shareholders, directors, officers, employees, and agents are each an "Indemnified Party" and are collectively referred to herein as the "Indemnified Parties." Neither Lender nor any other Indemnified Party shall be liable for any loss sustained by Borrower resulting from the failure of Lender or any other Indemnified Party to let the Property after an Event of Default or from any other act or omission of Lender or any other Indemnified Party in managing the Property after an Event of Default. Neither Lender nor any other Indemnified Party shall be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment, and Borrower shall, and hereby agrees to, indemnify the Indemnified Parties

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for, and to hold the Indemnified Parties harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against any Indemnified Party by reason of any alleged obligations and undertakings on its part to be performed or discharged with respect to any of the terms, covenants or agreements contained in the Leases. Should any Indemnified Party incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Loan Documents, and Borrower shall reimburse such Indemnified Party therefor immediately upon demand. Upon Borrower's failure to do so, such Indemnified Party may, at its option, exercise any and all remedies available to such Indemnified Party hereunder and under the other Loan Documents. This Assignment shall not operate to place any obligation or liability upon any Indemnified Party for the control, care, management or repair of the Property or for the carrying out of any of the terms and conditions of the Leases, nor shall it operate to make any Indemnified Party responsible or liable for any waste committed on the Property, including without limitation the presence of any Hazardous Substances, (as defined in the Environmental Agreement, which is defined in the Note) 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. Notice to Lessees. Borrower hereby authorizes and directs the tenants named in the Leases or any other or future tenants or occupants of the Property pursuant to the Leases (the "Lessees"), upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that an Event of Default exists thereunder or under the other Loan Documents, to pay over to Lender all Rents and to continue so to do until otherwise notified by Lender, without further notice or consent of Borrower and regardless of whether Lender has taken possession of the Property, and Lessees may rely upon any written statement delivered by Lender to Lessees without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of Borrower to the contrary. Borrower further agrees that it shall have no right to claim against any of Lessees for any such Rents so paid by Lessees to Lender and that Lender shall be entitled to collect, receive and retain all Rents regardless of when and to whom such Rents are and have been paid and regardless of the form or location of such Rents. Any such payment to Lender shall constitute payment to Borrower under the Leases, and Borrower appoints Lender as Borrower's lawful attorney-in-fact for giving, and Lender is hereby empowered to give, acquittances to any Lessee for such payment to Lender after an Event of Default. Any Rents held or received by Borrower after a written request from Lender to Lessees for the payment of Rents shall be held or received by Borrower as trustee for the benefit of Lender only.

5. Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

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6. 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 other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender 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 it hereunder.

7. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

8. No Oral Change. This Assignment 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, and all of the foregoing may be accomplished only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeable in 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 any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity and the words "Property" shall include any portion of the Property and any interest therein.

10. Non-Waiver. 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) 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 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 or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender in its 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.

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11. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
12. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.
13. GOVERNING LAW; JURISDICTION. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE REAL PROPERTY ENCUMBERED BY THE MORTGAGE IS LOCATED AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE IN WHICH THE PROPERTY IS LOCATED IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.
14. Successors and Assigns. Borrower may not assign its rights under this Assignment. Borrower hereby acknowledges and agrees that Lender may assign this Assignment without Borrower's consent. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Borrower and Lender and their respective successors and assigns.
15. Termination of Assignment. Upon payment in full of the Debt and the delivery and recording of a satisfaction, release or discharge of Mortgage duly executed by Lender, this Assignment shall become and be void and of no effect.
16. Waiver of Right to Trial by Jury. BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT, THE MORTGAGE, OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.
17. Conflict with Mortgage. To the extent the terms hereof conflict with any terms of the Mortgage, the terms of the Mortgage shall prevail.

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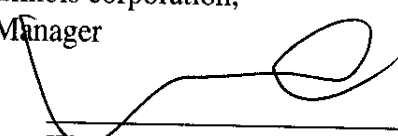
THIS ASSIGNMENT shall inure to the benefit of Lender and any subsequent holder of the Note and shall be binding upon Borrower, and Borrower's heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

Borrower has executed this instrument as of the day and year first above written.


BORROWER:

SMITHFIELD PROPERTIES XLIV LLC,
an Illinois limited liability company

By: Harris Management, Ltd.
an Illinois corporation,
its Manager

By: 
W. Harris Smith, President

By: NorWol Corporation,
an Illinois corporation,
its Manager

By: 
Robert Buono, President

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ACKNOWLEDGMENT

STATE OF Illinois)
)SS.
COUNTY OF Cook)

On the 15th day of October in the year 2007 before me, the undersigned, personally appeared _____ of SMITHFIELD PROPERTIES XLIV LLC, an Illinois limited liability company, 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 hi/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Adriana M. Hernandez
Notary Public

My commission expires: 12/07/09

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EXHIBIT A

Legal Description of the Retail Portion

RETAIL PARCEL 1-LOWER LEVEL

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.09 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 18.86 FEET; THENCE SOUTH 89° 59' 24" WEST 42.30 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00° 12' 02" WEST 20.39 FEET; THENCE NORTH 89° 47' 58" WEST 9.51 FEET; THENCE SOUTH 00° 12' 02" WEST 1.38 FEET; THENCE NORTH 89° 47' 58" WEST 16.50 FEET; THENCE NORTH 00° 12' 02" EAST 22.43 FEET; THENCE SOUTH 89° 47' 58" EAST 16.50 FEET; THENCE SOUTH 00° 12' 02" WEST 0.66 FEET; THENCE SOUTH 89° 47' 58" EAST 9.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 2-LOWER LEVEL

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.09 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00° 00' 36" WEST ALONG THE EAST LINE OF SAID TRACT 41.67 FEET; THENCE SOUTH 89° 59' 24" WEST 26.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 38' 16" WEST 9.21 FEET; THENCE NORTH 00° 21' 44" EAST 9.08 FEET; THENCE SOUTH 89° 38' 16" EAST 9.21 FEET; THENCE SOUTH 00° 21' 44" WEST 9.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 3-FIRST FLOOR

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A

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HORIZONTAL PLANE HAVING AN ELEVATION OF +36.30 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.09 CHICAGO CITY DATUM, (EXCEPT THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 3.94 FEET; THENCE SOUTH 89° 59' 24" WEST 42.48 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00° 24' 39" WEST 14.85 FEET; THENCE NORTH 89° 27' 22" WEST 9.68 FEET; THENCE NORTH 00° 24' 39" EAST 14.85 FEET; THENCE SOUTH 89° 27' 22" EAST 9.68 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPTING

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 18.97 FEET; THENCE SOUTH 89° 59' 24" WEST 23.71 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00° 23' 58" WEST 20.43 FEET; THENCE NORTH 89° 36' 02" WEST 10.74 FEET; THENCE NORTH 00° 23' 58" EAST 20.43 FEET; THENCE SOUTH 89° 36' 02" EAST 10.74 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPTING

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89° 02' 58" WEST ALONG THE SOUTH LINE OF SAID TRACT 24.13 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00° 39' 27" EAST 32.36 FEET; THENCE SOUTH 89° 30' 21" EAST 0.54 FEET; THENCE NORTH 00° 51' 55" EAST 10.05 FEET; THENCE NORTH 89° 29' 18" WEST 36.36 FEET; THENCE SOUTH 00° 18' 34" WEST 42.19 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 02' 58" EAST ALONG SAID SOUTH LINE 29.52 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPTING

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89° 02' 58" WEST ALONG THE SOUTH LINE OF SAID TRACT 24.13 FEET, THENCE NORTH 00° 39' 27" EAST 32.36 FEET; THENCE SOUTH 89° 30' 21" EAST 0.54 FEET; THENCE NORTH 00° 51' 55" EAST 10.05 FEET; THENCE SOUTH 89° 39' 40" EAST 9.75 FEET; THENCE SOUTH 01° 00' 43" WEST 6.44 FEET; THENCE SOUTH 89° 23' 42" EAST 13.42 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG SAID EAST LINE 36.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 4-SECOND FLOOR

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF

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SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +58.39 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.30 CHICAGO CITY DATUM, (EXCEPT THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 18.97 FEET; THENCE SOUTH 89° 59' 24" WEST 23.71 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00° 23' 58" WEST 20.43 FEET; THENCE NORTH 89° 36' 02" WEST 10.74 FEET; THENCE NORTH 00° 23' 58" EAST 20.43 FEET; THENCE SOUTH 89° 36' 02" EAST 10.74 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPTING

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00° 00' 36" WEST ALONG THE EAST LINE OF SAID TRACT 20.62 FEET; THENCE SOUTH 89° 59' 24" WEST 24.86 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89° 36' 02" WEST 10.74 FEET; THENCE NORTH 00° 23' 58" EAST 20.43 FEET; THENCE SOUTH 89° 36' 02" EAST 10.74 FEET THENCE SOUTH 00° 23' 58" WEST 20.43 FEET; TO THE POINT OF BEGINNING,

ALSO EXCEPTING

THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00° 00' 36" WEST ALONG THE EAST LINE OF SAID TRACT 20.62 FEET; THENCE SOUTH 89° 59' 24" WEST 43.52 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89° 36' 02" WEST 9.09 FEET; THENCE NORTH 00° 23' 58" EAST 20.43 FEET; THENCE SOUTH 89° 36' 02" EAST 9.09 FEET THENCE SOUTH 00° 23' 58" WEST 20.43 FEET; TO THE POINT OF BEGINNING,

ALSO EXCEPTING

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00° 00' 36" WEST ALONG THE EAST LINE OF SAID TRACT 18.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 59' 24" WEST 12.51 FEET; THENCE NORTH 00° 10' 21" EAST 17.95 FEET; THENCE NORTH 89° 59' 24" EAST 12.45 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG SAID EAST LINE 17.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 5-THIRD-FOURTH FLOORS

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A

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HORIZONTAL PLANE HAVING AN ELEVATION OF +102.32 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +58.39 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 28.74 FEET; THENCE SOUTH 89° 59' 24" WEST 42.65 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00° 12' 02" WEST 10.51 FEET; THENCE NORTH 89° 47' 58" WEST 9.20 FEET; THENCE NORTH 00° 12' 02" EAST 10.51 FEET; THENCE SOUTH 89° 47' 58" EAST 9.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Property Address: 151 North State, Chicago, Illinois

PIN: 17-10-305-007-8001

Property of Cook County Clerk's Office