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Doc#: 0817531065 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/23/2008 12:48 PM Pg: 1 of 15

CU AC0807185 PHE LNO No. A85 318

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, THAT:

RS RETAIL LLC, an Illinois limited liability company ("Mortgagor") has executed a Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of an even date herewith ("Mortgage"), to and for the benefit of AUSTIN BANK OF CHICAGO, an Illinois state banking association ("Mortgagee"), conveying the leasehold interests in the real estate described in Exhibit "A" attached hereto and made a part hereof ("Property"), and which Mortgage was executed and delivered in accordance with the terms of the Loan Agreement of an even date herewith by and between Mortgagor and Mortgagee ("Loan Agreement") in order to secure (i) an indebtedness to Mortgagee evidenced by a Note of an even date herewith ("Note") executed by Mortgagor in the principal sum of THREE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$3,150,000.00), (ii) the obligations of Mortgagor under the Loan Agreement and the Loan Documents (as defined in the Loan Agreement) and (iii) any and all obligations and liabilities of Mortgagor to Mortgagee or to any affiliate of Mortgagee, whether now owing or existing or later arising or created, owed absolutely or contingently, whether evidenced or acquired (including all renewals, extensions and modifications thereof or substitutions) under (a) any agreement, device or arrangement designed to protect Mortgagor from fluctuations of interest rates, exchange rates or forward rates, including, but not limited to, dollar-denominated or cross-currency exchange agreements, forward currency exchange agreements, interest rate caps, collars or floors, forward rate currency or interest rate options, puts, warrants, swaps, swaptions, U.S. Treasury locks and U.S. Treasury options, (b) any other interest rate hedging transactions, such as, but not limited to, managing the Mortgagor's interest rate risk associated with any pending or potential capital market transactions such as fixed rate bond issues and (c) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing (the foregoing is hereinafter collectively referred to as the "Indebtedness") and the Mortgagee is the legal owner and holder of the Loan Documents and the Note; and

Mortgagor is desirous of further securing the Indebtedness now due and to become due to the Mortgagee secured by the Mortgage or otherwise.

Box 334

15 pgs

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NOW, THEREFORE, the Mortgagor, for and in consideration of these presents, and the mutual agreements herein contained, and as further and additional security to the Mortgagee, and in consideration of the sum of TEN DOLLARS (\$10.00) to the Mortgagor in hand paid, the receipt of which is hereby acknowledged, does hereby:

1. **LEASES ASSIGNED.** Sell, assign and transfer unto the Mortgagee all the leases and rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Property including any improvements thereon, or any part thereof, which may be made or agreed to by the Mortgagor under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements, and all the avails thereof, to the Mortgagee.

2. **AUTHORITY OF MORTGAGEE.** The Mortgagor does hereby authorize irrevocably the Mortgagee (with or without taking possession of the aforesaid Property), to rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Property, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the Property pursuant to the provisions hereinafter set forth.

3. **MORTGAGOR'S REPRESENTATIONS.** The Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Property for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the Property has been or will be waived, released, reduced or discounted or otherwise discharged or compromised by the Mortgagor except in the ordinary and usual course of Mortgagor's business. The Mortgagor waives any right of set-off against any person in possession of any portion of the Property. The Mortgagor agrees that it will not assign any of the rents or profits of the Property.

4. **WAIVER OF MORTGAGEE LIABILITIES.** Nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by the Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Mortgagor.

5. **ADDITIONAL LEASES.** The Mortgagor further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the Property and to execute and deliver, immediately upon the request of the Mortgagee, all such further assurances and assignments in the Property as the Mortgagee shall from time to time require; provided, however, that the Mortgagor may, in the ordinary and usual course of Mortgagor's business, prior to such time as the Mortgagee

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may exercise the rights and powers conferred upon it herein, cancel, surrender or modify leases of less than all, or substantially all, of the Property.

6. **ENFORCEABILITY.** Although it is the intention of the parties that this Assignment of Leases and Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a "Default" shall occur. The occurrence of an Event of Default under Article VII of the Loan Agreement shall constitute a "Default" for purposes of this Assignment of Leases and Rents. Nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under the Note and Mortgage or any other instrument herein mentioned.

7. **RIGHTS ON FORECLOSURE.** In any case in which, under the provisions of the Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether before or after institution of legal proceedings to foreclose a lien thereof, or before or after sale thereunder, upon demand of the Mortgagee, subject to the rights of tenants in possession of the Property, the Mortgagee shall be entitled to take actual possession of the Property or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with process of law, enter upon and take and maintain possession of any or any part of the Property, together with all documents, books, records, papers and accounts of the Mortgagor, or then owner of the Property relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom and may, as attorney-in-fact of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Property and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Property, including actions for the recovery of rent, and actions of unlawful detainer, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any time and all times hereafter, without notice to the Mortgagor (other than such notices as are otherwise required herein), and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Property that may seem judicious, in its discretion, insure and reinsure the same for all risks, incidental to Mortgagee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

8. **UNDERTAKINGS BY MORTGAGOR.** The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Property, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of or from any and all claims and demands whatsoever which may be asserted against

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it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases other than resulting from Mortgagee's gross negligence or willful misconduct. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees, immediately upon demand.

9. **APPLICATION OF RECEIPTS.** The Mortgagee, in the exercise of the rights and powers conferred upon it by this Assignment of Leases and Rents, shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account of the following, in such order as the Mortgagee may determine:

- (a) To the payment of the operating expenses of the Property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses for seeking and procuring tenants and entering into leases), establish claim for damages, if any, and premiums on insurance hereinabove authorized;
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on the Property;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Property, including the cost from time to time of placing the Property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;
- (d) To the payment of the Note or other Indebtedness or any deficiency which may result from any foreclosure sale.

The Mortgagor does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to the Mortgagee upon receipt of demand from Mortgagee to so pay the same.

10. **CUMULATIVE REMEDY.** It is understood and agreed that the provisions set forth in this Assignment of Leases and Rents shall be deemed to be a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the above described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

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11. GENERAL PROVISIONS.

- (a) Whenever the word "Mortgagor" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the Mortgagor, and any party or parties holding title to the Property by, through or under the Mortgagor. All of the rights, powers, privileges and immunities herein granted and assigned to Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.
- (b) It is expressly understood that no judgment or decree which may be entered on the Note or any other Indebtedness shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all Indebtedness, in whatever form the Indebtedness may be and until the Indebtedness shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the Property, or by the Mortgagor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.
- (c) This instrument shall be assignable by Mortgagee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.
- (d) The failure of Mortgagee, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this Assignment of Leases and Rents for any period of time, shall not be construed or deemed to be a waiver of any of its, his or their rights under the terms hereof, but Mortgagee, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this Assignment of Leases and Rents, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.
- (e) The payment of the Note, any other Indebtedness, and release of the Mortgage securing the Note and any other Indebtedness shall ipso facto operate as a release of this instrument.

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IN WITNESS WHEREOF, this Assignment of Leases and Rents has been executed in favor of Mortgagee as of the 19th day of June, 2008.

MORTGAGOR:

RS RETAIL LLC, an Illinois limited liability company

By: **LR ABLA LLC**, a Delaware limited liability company, its sole member

By: **LR DEVELOPMENT COMPANY LLC**, a Delaware limited liability company, d/b/a **RELATED MIDWEST LLC**, its sole member

By: Stephen M. Porras
Print Name: Stephen M. Porras
Its: Vice President

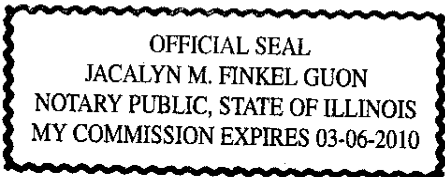
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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Jacalyn M. Guon, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEPHEN M. PORRAS, Vice-President of LR DEVELOPMENT COMPANY LLC, a Delaware limited liability company, the sole member of LR ABLA LLC, a Delaware limited liability company, the sole member of RS RETAIL LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of LR DEVELOPMENT COMPANY LLC, a Delaware limited liability company, the sole member of LR ABLA LLC, a Delaware limited liability company, the sole member of RS RETAIL LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19th day of June, 2008.



Jacalyn M. Guon
NOTARY PUBLIC

My commission expires: March 6, 2010

This instrument was prepared by and after recording return to:

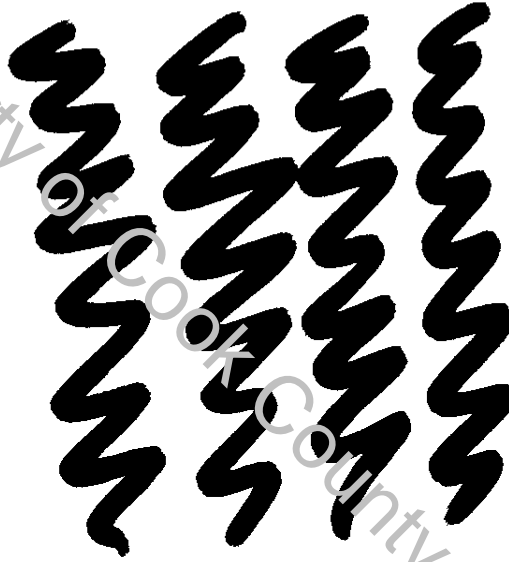
Barry Glazer
ROBBINS, SALOMON & PATT, LTD.
25 East Washington Street
Suite 1000
Chicago, Illinois 60602
(312) 782-9000

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EXHIBIT A

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

A large area of the page is redacted with thick, wavy black lines. The redaction covers the central portion of the document, obscuring the legal description. A diagonal watermark reading "Property of Cook County Clerk's Office" is overlaid across the redacted area.

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

COMMON ADDRESSES: 1202, 1212, 1214, 1220, 1226 and 1230 West Taylor Street,
Chicago, Illinois

PIN NUMBERS: 17-17-323-037-0000
17-17-323-039-0000
17-17-323-041-0000
17-17-323-043-0000
17-17-323-045-0000
17-17-323-047-0000

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PARCEL 1:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441023, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 99 YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441023.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441029.

THE LAND:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.65 AND BENEATH ELEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 14 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89 DEGREES, 58 MINUTES, 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 41 SECONDS EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES, 01 MINUTES, 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10,

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2004 AS DOCUMENT 0425441024, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441024.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441028.

THE LAND:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.65 AND BENEATH ELEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 13 DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OR PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.01 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1. c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441025, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441025.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF

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COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441030.

THE LAND:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.55 AND BENEATH ELEVATION 25.18 CITY OF CHICAGO DATUM:

PART OF LOT 12 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITH THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441026, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 99 YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441026.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441031.

THE LAND:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.40 AND BENEATH ELEVATION 25.03 CITY OF CHICAGO DATUM:

PART OF LOT 10 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS

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FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441027, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 99 YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441027.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441032.

THE LAND:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.50 AND BENEATH ELEVATION 26.83 CITY OF CHICAGO DATUM:

PART OF LOT 15 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SOUTH OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10.63 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 44 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3.15 FEET AND A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS (THE CHORD OF WHICH BEARS NORTH 44 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 6.29 FEET); THENCE NORTH 44 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTH 44 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 0.18 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 0.61 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 31.26 FEET TO A

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POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 11.46 FEET TO A
 POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.99 FEET TO A
 POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 29.17 FEET TO A
 POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 12.01 FEET TO A
 POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 6.18 FEET TO A
 POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 2.47 FEET TO A
 POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 8.58 FEET TO A
 POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.47 FEET TO A
 POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 38.95 FEET TO A
 POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 57.67 FEET TO A
 POINT; THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 82.93 FEET TO A
 POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 0.61 FEET TO A
 POINT; THENCE SOUTH 44 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 0.18 FEET TO A
 POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 2.00 FEET TO THE
 POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND RS RETAIL ELEANOR LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED <DECEMBER 1, 2006, WHICH LEASE WAS RECORDED DECEMBER 21, 2006 AS DOCUMENT 0635516072, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 97 YEARS AND 5 MONTHS BEGINNING DECEMBER 1, 2006 AND ENDING APRIL 30, 2104.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0635516072.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY RS HOMES I LLC, AN ILLINOIS LIMITED LIABILITY COMPANY DATED AS OF DECEMBER 1, 2006 AND RECORDED DECEMBER 21, 2006 AS DOCUMENT 0635516069.

THE LAND:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 11.08 FEET AND BENEATH ELEVATION 26.58 FEET CITY OF CHICAGO DATUM:

PART OF LOT 9 OF PLAT 1 OF ROOSEVELT SQUARE SUBDIVISION, BEING A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST 1/2 OF THE SW4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 00 DEGREES 09 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 16.08 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 47 SECONDS WEST PERPENDICULAR TO SAID EAST LINE OF LOT 9, A DISTANCE OF 6.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 3.77 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 4.68 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 7.15 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 9.45 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 30.50 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 0.60 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 1.65 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10

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SECONDS WEST, A DISTANCE OF 0.60 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 8.57 FEET AND A CENTRAL ANGLE OF 38 DEGREES 16 MINUTES 40 SECONDS (THE CHORD OF WHICH BEARS NORTH 72 DEGREES 04 MINUTES 46 SECONDS WEST, A DISTANCE OF 5.62 FEET); THENCE NORTH 43 DEGREES 13 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.55 FEET; THENCE NORTH 46 DEGREES 46 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.65 FEET; THENCE SOUTH 43 DEGREES 13 MINUTES 39 SECONDS WEST, A DISTANCE OF 0.57 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 8.57 FEET AND A CENTRAL ANGLE OF 41 DEGREES 33 MINUTES 25 SECONDS (THE CHORD OF WHICH BEARS NORTH 21 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 6.08 FEET); THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 4.40 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 0.60 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 1.65 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 0.60 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 5.38 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 4.24 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 7.20 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 9.36 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 8.65 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 9.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 8.42 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 3.95 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 12.39 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 21.14 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 4.87 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 12.73 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 6.20 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 31.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.