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Doc#: 0831833025 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/13/2008 08:57 AM Pg: 1 of 15

Instrument Prepared By And
When Recorded Return To:
Nyemaster Gooden P.C.
700 Walnut, Suite 1600
Des Moines, Iowa 50309
Attention: James C. Wine

1900 N. Austin Metroplex (IL)
19806-933

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made and entered into as of November 5th, 2008, by THE AUSTIN 1900 BUILDING LIMITED PARTNERSHIP, a Delaware limited partnership ("Borrower") and CHICAGO TITLE LAND TRUST COMPANY ("Trustee"), successor to American National Bank and Company of Chicago, as Trustee under Trust Agreement dated January 18, 1994 and known as Trust Number 117863-08 (the "Trust"), with the mailing address of 171 North Clark Street, Suite 575, Chicago, Illinois 60601, (jointly, severally and collectively, "Assignor"), for the benefit of RELIASTAR LIFE INSURANCE COMPANY, a Minnesota corporation ("Assignee"), with the address of c/o ING Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349.

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Assignee Borrower's Promissory Note dated on or about this same date in the original principal amount of SEVEN MILLION AND NO/100 DOLLARS (\$7,000,000.00) (the "Note"), performance of which is secured, among other things, by a Mortgage, Security Agreement, Financing Statement and Fixture Filing executed by the Trustee (the "Mortgage"), which Mortgage encumbers certain real estate owned by the Trust described in Exhibit "A," attached hereto and hereby made a part hereof, and improvements thereon (together, the "Premises"); and

WHEREAS, Borrower is the sole beneficiary of the Trust; and

Box 400-CTCC

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WHEREAS, as a condition to Assignee's obligation to make the loan evidenced by the Note and secured by the Mortgage (and any extensions and/or modifications thereof) and made pursuant to or in connection with and secured by other documents, including, but not limited to, a Security Agreement and financing statements naming Borrower and Trustee as debtor and Assignee as secured party (this Assignment, the Note, the Mortgage, the Security Agreement and such other documents are sometimes hereinafter collectively referred to as the "Loan Documents"), Assignor has agreed to absolutely and unconditionally assign to Assignee all of Assignor's rights under and title to various leases affecting the Premises, including Assignor's rights in and title to the rents therefrom, subject only to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

1. Assignment of Leases. Assignor hereby presently assigns, transfers, grants and conveys unto Assignee, its successors and assigns, all leasehold estates of Assignor, as lessor, and all right, title and interest of Assignor in, to and under all existing and future leases, subleases, license agreements, concessions, tenancies and other use or occupancy agreements, whether oral or written, covering or affecting any or all of the Premises and all agreements for any use of, all or any part of the Premises, the buildings, fixtures and other improvements located thereon ("Improvements"), and the immediate and continuing right to collect and receive all extensions, renewals and guaranties thereof and all amendments and supplements thereto (collectively, the "Leases"), including without limitation the following:

(a) any and all rents, revenues, issues, income, royalties, receipts, profits, contract rights, accounts receivable, general intangibles, and other amounts now or hereafter becoming due to Assignor in connection with or under the Leases (whether due for the letting of space, for services, materials or installations supplied by Assignor or for any other reason whatsoever), including without limitation all insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by tenants under the Leases ("Tenants"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (all of the foregoing being hereinafter collectively called the "Rents") and all rights to direct the payment of, make claim for, collect, receive and receipt for the Rents;

(b) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

(c) all rights, powers and privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and

(d) all other claims, rights, powers, privileges and remedies of Assignor under or with respect to the Leases, including without limitation the right, power and privilege (but not the

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obligation) to do any and all acts, matters and other things that Assignor is entitled to do thereunder or with respect thereto.

2. Purpose of Assignment; Security. This Assignment is made for the purpose of securing Assignor's full and faithful (a) payment of the indebtedness (including any extensions or renewals thereof) evidenced by the Note, (b) payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage or any other Loan Documents, and (c) performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage, Security Agreement or any of the other Loan Documents.

3. Assignor's Representations, Warranties and Covenants. Assignor represents, warrants, covenants and agrees with Assignee as follows:

(a) That the sole ownership of the entire lessor's interest in the Leases and the Rents is, and as to future Leases shall be, vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

(b) That the Leases are and shall be valid and enforceable against the respective lessees thereunder in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any Rents thereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee or as permitted in the Mortgage.

(c) Without the prior written consent of Assignee (such consent not to be unreasonably withheld by Assignee), Assignor shall not modify, amend, renew or extend, cancel, terminate, permit an assignment of, permit the subletting by a tenant under, waive any condition of, or accept surrender of (i) any Lease as to which Assignee has executed a Subordination, Non-Disturbance and Attornment Agreement, or (ii) any Lease not included in clause (i) and which was entered into prior to the date hereof unless such Lease is by its express terms subordinated to the Mortgage. Provided, however, under no Lease shall any Rents be abated or collected more than one month in advance.

(d) That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

(e) That Assignor shall give prompt notice to Assignee of any written notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the Assignor, together with a complete copy of any such notice.

(f) That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

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(g) That there shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

4. Absolute Assignment/License to Collect Rents. This Assignment is entered into for the purpose of absolutely assigning the Leases and the Rents to Assignee as additional collateral for the loan evidenced by the Note and such Assignment is choate on the date hereof. Notwithstanding the foregoing, so long as no Event of Default, as hereinafter defined, shall have occurred, Assignor shall have a license, terminable by the Assignee upon any Event of Default, to collect the Rents accruing from the Premises on or after, but in no event more than one (1) month in advance of, the respective dates set forth in the Leases on which the Rents become due (provided that in no event shall Assignor be permitted to enter into any Lease which makes rent due earlier than one (1) calendar month in advance or the current month (except for the last month's rent or security deposit)), and to hold the Rents as a trust fund for the uses and purposes more particularly described in the Mortgage. Upon the occurrence of an Event of Default, the license granted to the Assignor shall be automatically and immediately revoked without notice to the Assignor. Upon the revocation of such license the Assignee may at its option give Tenants a written notice (a "Tenant Notice") requesting the Tenants to pay all Rents and other amounts due under the Leases directly to Assignee and to perform any of the Tenants' respective obligations under the Leases for the benefit of Assignee.

5. Assignee's Powers and Rights. At any time during the term of the Note or the Mortgage, Assignee may, at its option upon or after an Event of Default and after giving a Tenant Notice, receive and collect all of the Rents as they become due. Assignee shall thereafter continue to receive and collect all of the Rents, as long as Assignee deems such receipt and collection to be necessary or desirable, in Assignee's sole discretion.

Assignor hereby irrevocably appoints Assignee its true and lawful attorney, coupled with an interest, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the occurrence of an Event of Default and after the giving of a Tenant Notice, to demand, collect, receive and give complete acquittance for any and all Rents and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the Rents. Tenants are hereby expressly authorized and directed to pay all Rents and any other amounts due Assignor pursuant to the Leases or otherwise, to Assignee, or such nominee as Assignee may designate in a Tenant Notice delivered to such Tenants, and the Tenants are expressly relieved of any and all duty, liability or obligation to Assignor with respect to all payments so made.

From and after the occurrence of an Event of Default and after the giving of a Tenant Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by Assignee necessary or proper to enforce this Assignment and to collect the Rents assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books,

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records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor herein grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after the occurrence of an Event of Default and after the giving of a Tenant Notice, without further notice to Assignor, with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due (and all other amounts due under the Mortgage) from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any Tenant or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any Tenant, licensee, employee or stranger. If Assignor shall fail to pay, perform or observe any of its covenants or agreements hereunder, Assignee may pay, perform or observe the same and collect the cost thereof from Assignor all as more fully provided in the Mortgage.

6. Assignee Not Liable; Indemnification. Anything contained herein or in any of the Leases to the contrary notwithstanding: (a) Assignor shall at all times remain solely liable under the Leases to perform all of the obligations of Assignor thereunder to the same extent as if this Assignment had not been executed; (b) neither this Assignment nor any action or inaction on the part of Assignor or Assignee shall release Assignor from any of its obligations under the Leases or constitute an assumption of any such obligations by Assignee; and (c) Assignee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to make any payment or perform any other obligation of Assignor under or pursuant to the Leases, or to make any inquiry as to the nature or sufficiency of any payment received by Assignee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled at any time or times. Assignor shall and does hereby agree to indemnify Assignee and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against Assignee, in connection with or with respect to the Leases or this Assignment, whether by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the covenants or agreements contained in the Leases or otherwise. Should Assignee incur any such liability, loss or damage in connection with or with respect to the Leases or this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be

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paid by Assignor to Assignee immediately upon demand, together with interest thereon from the date of advancement at the Default Rate (as defined in the Note) until paid.

7. Mortgage Foreclosure. Upon foreclosure of the lien of the Mortgage and sale of the Premises pursuant thereto, or delivery and acceptance of a deed in lieu of foreclosure, all right, title and interest of Assignor in, to and under the Leases shall thereupon vest in and become the absolute property of the purchaser of the Premises in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Assignor. Nevertheless, Assignor shall execute, acknowledge and deliver from time to time such further instruments and assurances as Assignee may require in connection therewith and hereby irrevocably appoints Assignee the attorney-in-fact of Assignor in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Assignee may deem necessary or desirable, and Assignee may substitute one or more persons with like power, Assignor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

8. Non-Waiver. Waiver or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

9. Rights and Remedies Cumulative. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage, the Security Agreement or any other Loan Document, or at law or in equity.

10. Severability. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the full extent permitted by law.

11. Notices. (a) All notices, demands, requests, and other communications desired or required to be given hereunder ("Notices"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

(b) All Notices shall be deemed given and effective upon the earlier to occur of: (x) the hand delivery of such Notice to the address for Notices; (y) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (z) three business days after depositing the Notice in the United States mail as set forth in (a)(iii) above. All Notices shall be addressed to the following addresses:

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Assignor: The Austin 1900 Building Limited Partnership
c/o Pierport Development & Realty, Inc.
1900 N. Austin Avenue
Chicago, IL 60639
Attn: Peter T. Arenson

and to: The Austin 1900 Building Limited Partnership
c/o McGuireWoods LLP
77 W. Wacker Drive, Suite 4100
Chicago, IL 60601
Attn: John F. Pollick

and to: Chicago Title Land Trust Company, Trust Number 117863-08
171 North Clark Street, Suite 575
Chicago, Illinois 60601

Assignee: ReliaStar Life Insurance Company
c/o ING Investment Management LLC
5780 Powers Ferry Road, NW, Suite 300
Atlanta, Georgia 30327-4349
Attention: Mortgage Loan Servicing Department

and to: ING Investment Management LLC
5780 Powers Ferry Road, NW, Suite 300
Atlanta, Georgia 30327-4349
Attention: Real Estate Law Department

With a copy to: Nyemaster Goode, P.C.
700 Walnut, Suite 1600
Des Moines, Iowa 50309

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. Provided, that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

12. Heirs, Successors and Assigns. The terms "Assignor" and "Assignee" shall be construed to include the respective heirs, personal representatives, successors and assigns of Assignor and Assignee. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

13. Amendment. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing

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and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

14. Captions. The captions or headings preceding the text of the Paragraphs of this Assignment are inserted only for convenience of reference and shall not constitute a part of this Assignment, nor shall they in any way affect its meaning, construction or effect.

15. Termination of Assignment. Upon payment in full of the indebtedness described in Paragraph 2, this Assignment shall terminate and be void and of no force or effect, and Assignee shall release its lien on the Rents and Leases without costs or expenses to Assignee, Assignor hereby agreeing to reimburse Assignee for such costs and expenses.

16. Choice of Law. The validity and interpretation of this Assignment shall be construed in accordance with the laws (excluding conflicts of laws rules) of the State of Illinois.

17. Event of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("Event of Default"): (i) the failure of Assignor to make any payment due hereunder within ten (10) days after the same shall fall due, (ii) default shall be made in the due observance or performance of any of the other covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Assignor which does not relate to the nonpayment of any monetary sum, and such default is not cured within thirty (30) days following written notice thereof by Assignee to Assignor or such longer period as is reasonably necessary to cure such default as long as Assignor is diligently pursuing such cure and such default is curable by Assignor within a reasonable time provided that such additional time shall not exceed thirty (30) days (for an aggregate sixty (60) day period), or (iii) the occurrence of any breach, default, event of default, or failure of performance (however denominated) under the Note, the Mortgage or any of the other Loan Documents, and the expiration of any applicable cure period without the same having been cured. Any Event of Default hereunder shall constitute a default under each and all of the other Loan Documents.

18. Exculpatory. The liability of Assignor personally to pay the Note or any interest that may accrue thereon, or any indebtedness or obligation accruing or arising hereunder is limited to the extent set forth in the Note.

19. Integration. This Assignment, together with the other Loan Documents, constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

20. Time of Essence. Time is of the essence in the performance of this Assignment.

21. **WAIVER OF JURY TRIAL. THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY**

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RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR INSTRUMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

22. Attorney's fees. Assignor shall pay on demand all costs and expenses incurred by Assignee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorney's fees and legal expenses, including, but not limited to, any post judgment fees, costs or expenses incurred on any appeal, in collection of any judgment or in appearing and/or enforcing any claim in any bankruptcy proceeding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, effective as of the date first above written, and acknowledges receipt of a copy hereof at the time of execution.

THE AUSTIN 1900 BUILDING LIMITED PARTNERSHIP, a Delaware limited partnership

By: AUSTIN 1900 BUILDING CORP., an Illinois corporation, its general partner

By: *Peter T. Brown*
Name: *PETER T. BROWN*
Title: *President*

STATE OF *Ill*)
COUNTY OF *Cook*) ss.

On this *5th* day of *November*, 20*08*, before me, the undersigned, a notary public, personally appeared *Peter T. Brown* to me personally known, who being by me duly sworn did say that the person is the *President* of AUSTIN 1900 BUILDING CORP., an Illinois limited partnership and the general partner of THE AUSTIN 1900 BUILDING LIMITED PARTNERSHIP, a Delaware limited partnership executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation as general partner of The Austin 1900 Building Limited Partnership, by authority of the corporation's Board of Directors; and such officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation on behalf of the limited partnership, by it and by the officer voluntarily executed.

Patricia Butler
Name: *PAT BUTLER*
Notary Public



[SIGNATURE PAGE TO ASSIGNMENT]

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CHICAGO TITLE LAND TRUST COMPANY,
 successor to American National Bank and Company of
 Chicago, as Trustee under Trust Agreement dated
 January 18, 1994 and known as Trust Number 117863-08

By: Sheila Davenport
 Name: SHEILA DAVENPORT
 Title: ASST. VICE PRESIDENT

STATE OF Illinois)
) ss.
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named SHEILA DAVENPORT personally known to be to be the same person whose name is subscribed to the foregoing instrument as ASST. VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said CHICAGO TITLE LAND TRUST COMPANY, as Trustee aforesaid, for the uses and purposes therein set forth; and that the said ASST. VICE PRESIDENT then and there acknowledged that he/she, as custodian of the corporate seal of CHICAGO TITLE LAND TRUST COMPANY, caused the corporate seal of the said CHICAGO TITLE LAND TRUST COMPANY, to be affixed to said instrument as the free and voluntary act of ASST. VICE PRESIDENT and as the free and voluntary act of said CHICAGO TITLE LAND TRUST COMPANY, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of November, 2008.

Grace Marin
 Notary Public

My commission expires:

[SIGNATURE PAGE TO ASSIGNMENT]

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

[ASSIGNMENT]
 ING No. 28231

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EXHIBIT A Legal Description

PARCEL 1:

A TRACT OF LAND CONSISTING OF PART OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7; PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS AND PART OF VACATED NORTH MCVICKER AVENUE.; NORTH MOODY AVENUE, NORTH MELVINA AVENUE; NORTH MERRIMAC AVENUE; NORTH MOBILE AVENUE; NORTH MULLIGAN AVENUE AND WEST CORTLAND STREET, ALL IN A. GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32 IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 1 AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 1, AND A WESTWARD EXTENSION THEREOF A DISTANCE OF 450.19 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTH ALONG A SOUTHWARD EXTENSION OF THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 33.00 FEET TO THE CENTERLINE OF VACATED WEST CORTLAND STREET; THENCE WEST ALONG SAID CENTERLINE OF VACATED WEST CORTLAND STREET, A DISTANCE OF 1066.41 FEET TO ITS INTERSECTION WITH A SOUTHWARD EXTENSION OF THE WEST LINE OF SAID BLOCK 4, SAID POINT OF INTERSECTION BEING 33.00 FEET SOUTH FROM THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE NORTH ALONG SAID SOUTHWARD EXTENSION OF THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 33.00 FEET TO SAID SOUTHWEST CORNER OF BLOCK 4; THENCE WEST ALONG THE SOUTH LINE AND AN EASTWARD AND WESTWARD EXTENSION OF SAID SOUTH LINE OF SAID BLOCK 5, A DISTANCE OF 297.38 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE CENTERLINE OF VACATED NORTH MOBILE AVENUE; THENCE NORTHWARDLY ALONG THE CENTERLINE OF SAID VACATED NORTH MOBILE AVENUE, A DISTANCE OF 121.50 FEET; THENCE WEST PARALLEL WITH AN EASTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 6 A DISTANCE OF 33.01 FEET TO THE EASTERLY LINE OF SAID BLOCK 6; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 756.57 FEET TO A POINT ON THE WEST LINE OF BLOCK 7, SAID POINT BEING 258.50 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID BLOCK 7; THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 7, A DISTANCE OF 270.00 FEET TO A POINT WHICH IS 528.50 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID BLOCK 7; THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 637.35 FEET TO A POINT WHICH IS 509.32 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE SOUTH LINE OF SAID BLOCK 6; THENCE CONTINUING EASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEY TO THE SOUTH AND HAVING A RADIUS OF 5 749.65 FEET, A DISTANCE OF 164.58 FEET TO A POINT WHICH IS 506.73 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID WESTWARD EXTENSION OF THE SOUTH LINE OF BLOCK 5; THENCE CONTINUING EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 1716.49 FEET TO A POINT WHICH IS 504.23 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE SOUTH LINE AND 67.00 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID BLOCK 1; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 70.74 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 1 WHICH IS 482.15 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID BLOCK 1 AND THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 482.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND IN BLOCK 1 IN A. GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 1, (WITH THE SOUTH LINE OF SAID

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BLOCK 1 HAVING A BEARING OF NORTH 89 DEGREES 55 MINUTES, 00 SECOND EAST); THENCE NORTH 00 DEGREE, 35 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 482.15 FEET TO THE POINT OF BEGINNING FOR SAID PARCEL OF LAND; THENCE NORTH 71 DEGREES, 52 MINUTES, 48 SECONDS WEST A DISTANCE OF 70.74 FEET TO A POINT WHICH IS 504.23 FEET (BY RECTANGULAR MEASUREMENT) NORTH FROM THE SOUTH LINE AND 67.00 FEET (BY RECTANGULAR MEASUREMENT) WEST FROM THE EAST LINE OF SAID BLOCK 1; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECONDS EAST A DISTANCE OF 67.00 FEET TO THE EAST LINE OF SAID BLOCK 1; THENCE SOUTH 00 DEGREES, 35 MINUTES, 30 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 1/2 OF BLOCK 26 (EXCEPT THE SOUTH 480.00 FEET THEREOF), LYING EAST OF THE EAST LINE OF PUBLIC ALLEY IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 1 IN DAVID GOWDY'S SUBDIVISION OF THE SOUTH 480.00 FEET OF THE EAST 1/2, LYING EAST OF THE EAST LINE OF A PUBLIC ALLEY OF BLOCK 26, IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31, AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 2 IN DAVID GOWDY'S SUBDIVISION OF THE SOUTH 480.00 FEET OF THE EAST 1/2, LYING EAST OF THE EAST LINE OF PUBLIC ALLEY OF BLOCK 26, IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31, AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

A NON-EXCLUSIVE, PERPETUAL EASEMENT CREATED BY GRANT RECORDED DECEMBER 30, 1960 AS DOCUMENT NUMBER 18051017, TO USE FOR ROADWAY PURPOSES FOR THE BENEFIT OF PARCEL 1 THOSE TWO (2) CERTAIN STRIPS OF PROPERTY 40.00 FEET IN WIDTH SITUATED IN THE CITY OF CHICAGO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

TRACT 1:

A STRIP OF LAND IN THE KEENEY INDUSTRIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 32 AND IN COUNTY CLERK'S DIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 32 AND ALSO IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF CHICAGO, SAID STRIP BEING 40.00 FEET IN WIDTH AND BEING CONTIGUOUS NORTHERLY OF A LINE DESCRIBED AS FOLLOWS, TO-WIT:

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STARTING AT A POINT IN THE WEST LINE OF NORTH CENTRAL AVENUE, A PUBLIC STREET IN SAID CITY OF CHICAGO, 41.00 FEET SOUTH OF THE NORTH LINE OF SAID KEENEY INDUSTRIAL DISTRICT, WHICH IS THE CENTERLINE OF MAIN STREET IN VACATED PECK'S ADDITION; THENCE WESTERLY PARALLEL TO SAID LINE A DISTANCE OF 1386.00 FEET TO A POINT; THENCE NORTHWESTERLY 156.16 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE EAST LINE OF NORTH MONITOR AVENUE, A PUBLIC STREET IN SAID CITY OF CHICAGO AND THE CENTERLINE OF SAID MAIN STREET IN VACATED PECK'S ADDITION; THENCE WESTERLY ALONG THE CENTERLINE OF SAID MAIN STREET, A DISTANCE OF 945.89 FEET, MORE OR LESS, TO A POINT 76.00 FEET EASTERLY OF THE EAST LINE OF NORTH AUSTIN AVENUE, A PUBLIC STREET IN SAID CITY OF CHICAGO, MEASURED ALONG THE CENTERLINE OF SAID MAIN STREET; THENCE NORTHWESTERLY 76.30 FEET, MORE OR LESS, TO A POINT 13.67 FEET EASTERLY OF THE EAST LINE OF SAID NORTH AUSTIN AVENUE AND 44.00 FEET NORTHERLY OF THE CENTERLINE OF SAID MAIN STREET, AS MEASURED AT RIGHT ANGLES, THENCE WESTERLY PARALLEL TO THE CENTERLINE OF SAID MAIN STREET, PRODUCED, 79.67 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTH AUSTIN AVENUE IN COOK COUNTY, ILLINOIS.

TRACT 2:

A STRIP OF LAND IN THE COUNTY CLERK'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 32 AND A. GALE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF CHICAGO, SAID STRIP BEING 40.00 FEET IN WIDTH AND BEING BOUNDED ON THE SOUTH BY THE STRIP OF LAND DESCRIBED IN TRACT 1 HEREINABOVE SET FORTH AND BEING CONTIGUOUS EASTERLY AND NORTHERLY OF A LINE DESCRIBED AS FOLLOWS TO-WIT:

START AT A POINT IN THE EAST LINE OF NORTH AUSTIN AVENUE, A PUBLIC STREET IN THE CITY OF CHICAGO, 44.00 FEET NORTHERLY OF THE CENTERLINE OF MAIN STREET IN VACATED PECK'S ADDITION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTH AUSTIN AVENUE 381.00 FEET; THENCE NORTHWESTERLY 75.66 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID NORTH AUSTIN AVENUE WHICH IS 462.00 FEET, MEASURED ALONG SAID WEST LINE, NORTHERLY OF THE CENTERLINE OF SAID MAIN STREET PRODUCED; THENCE NORTHWESTERLY ON A CONTINUATION OF THE LAST DESCRIBED LINE A SUFFICIENT DISTANCE TO EXTEND THE STRIP OF LAND BEING HEREIN DESCRIBED TO THE WEST LINE OF SAID NORTH AUSTIN AVENUE, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

A PARCEL OF LAND IN THE EAST 33.00 FEET OF THE SOUTHWEST 1/4 AND IN THE WEST 33.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 1 IN A. GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH 00 DEGREE, 35 MINUTES, 30 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 504.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECONDS EAST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 00 DEGREE, 35 MINUTES, 30 SECONDS EAST ALONG THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 516.02 FEET TO A POINT 24.00 FEET NORTH OF THE NORTH LINE OF AN 180FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 89 DEGREES, 50 MINUTES, 50 SECONDS WEST, A DISTANCE OF 33.00 FEET; THENCE NORTH 00 DEGREE, 35 MINUTES, 30 SECONDS

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WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 89 DEGREES, 55 MINUTES, 00 SECOND WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8:

A PARCEL OF LAND IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE 18-FOOT WIDE PUBLIC ALLEY NORTH OF AND ADJACENT TO THE NORTH LINE OF BLOCK 1 IN MILLS AND SON'S SUBDIVISION NO. 4 OF PART OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND LYING EAST OF THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE NORTH LINE OF SAID 18-FOOT WIDE PUBLIC ALLEY; THENCE NORTH 00 DEGREES 35 MINUTES, 30 SECONDS WEST ALONG THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREE, 35 MINUTES, 30 SECONDS WEST ALONG THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 516.02 FEET; THENCE SOUTH 80 DEGREES, 00 MINUTES 00 SECOND EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 62 DEGREES, 11 MINUTES, 24 SECONDS EAST, A DISTANCE OF 42.25 FEET; THENCE NORTH 89 DEGREES, 52 MINUTES, 54 SECONDS EAST AND 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE EXISTING RAILROAD TRACK, A DISTANCE OF 330.50 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH AND 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING RAILROAD TRACK AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 64.58 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC BEING 64.52 FEET LONG AND BEARING SOUTH 85 DEGREES 53 MINUTES 52 SECONDS EAST; THENCE SOUTH 81 DEGREES, 40 MINUTES, 37 SECONDS EAST, TANGENT TO THE LAST DESCRIBED ARC AND 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING RAILROAD TRACK, A DISTANCE OF 275.10 FEET TO A POINT IN THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 00 DEGREE, 35 MINUTES, 30 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 430.02 FEET; THENCE NORTH 89 DEGREES, 50 MINUTES, 50 SECONDS EAST ALONG A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SAID 18-FOOT WIDE PUBLIC ALLEY, A DISTANCE OF 371.73 FEET; THENCE SOUTH 00 DEGREE, 39 MINUTES, 00 SECOND EAST ALONG A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE NORTHERLY PROLONGATION OF THE CENTERLINE OF NORTH MONITOR AVENUE (66.00 FEET WIDE), A DISTANCE OF 60.00 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 50 SECONDS WEST ALONG THE NORTH LINE AND THE NORTH LINE EXTENDED EAST, OF THE SAID 18-FOOT WIDE PUBLIC ALLEY, A DISTANCE OF 945.81 FEET TO A POINT 76.00 FEET EAST OF THE EAST LINE OF THE WEST 33 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH 55 DEGREES 04 MINUTES, 50 SECONDS WEST, A DISTANCE OF 41.77 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES 50 SECONDS WEST, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 1900 North Austin, Chicago, Illinois

Permanent Index No. Parcel 1 – 13-32-300-009 and 13-32-300-010;
 Parcel 2 – 13-32-300-008
 Parcel 3 – 13-32-307-002
 Parcel 4 – 13-32-307-003
 Parcel 5 – 13-32-307-004
 Parcel 8 – 13-32-400-042 and 13-32-400-055