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AND AFTER RECORDING, RETURN TO:

Daniel P. Strzalka  
Ungaretti & Harris, LLP  
3500 Three First National Plaza  
Chicago, Illinois 60602



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Cook County Recorder of Deeds  
Date: 12/23/2008 02:35 PM Pg: 1 of 12 *'s use only.*



Property of Cook County

## ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES is made as of the 2<sup>nd</sup> day of December, 2008, by 2470 NORTH MILWAUKEE CORP., an Illinois corporation (the "Assignor"), whose address is 2500 North Pulaski Road, Chicago, Illinois 60639, to and in favor of THE PRIVATEBANK AND TRUST COMPANY (the "Lender"), an Illinois banking corporation, whose address is 70 West Madison, Suite 200, Chicago, Illinois 60602.

### WITNESSETH:

WHEREAS, Lender and LOGAN SQUARE ALUMINUM SUPPLY, INC., an Illinois corporation ("Logan"), SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP., an Illinois corporation ("Silver Real Estate"), Assignor and CLIMATEGUARD DESIGN AND INSTALLATION, LLC, an Illinois limited liability company ("ClimateGuard") (each, a "Borrower" and collectively, the "Borrowers"), have entered into that certain Loan and Security Agreement of even date herewith (the "Loan Agreement") pursuant to which Lender has agreed extend credit to Borrowers in the aggregate principal amount not to exceed Twenty-Six Million, Five Hundred Thirteen Thousand, Four Hundred Ninety-Nine 92/100 Dollars (\$26,513,499.92) pursuant to five (5) credit facilities (collectively, the "Loans" and each, a "Loan") established thereunder and defined therein as follows: (a) the "Logan Revolving Loan" in the maximum principal amount from time to time of Thirteen Million Dollars (\$13,000,000.00), (b) the "Logan Term Loan" in the principal amount of Nine Hundred Thirty-Eight Thousand, Four Hundred and Ninety-Nine and 92/100 Dollars (\$938,499.92), (c) the "2470 Term Loan" in the principal amount of Eight Million, One Hundred Nineteen Thousand, Three Hundred Ninety-Nine and 00/100 Dollars (\$8,119,399.00), (d) the "Silver Real Estate Term Loan" in the principal amount of Three Million, Nine Hundred Fifty-Five Thousand, Six Hundred and One and 00/100 Dollars (\$3,955,601.00), and (e) the "ClimateGuard Revolving Loan" in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

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1ST AMENDMENT

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**WHEREAS**, the Loans are evidenced by the Notes which each individually evidence the respective Loans established under the Loan Agreement as follows: (a) the Logan Revolving Loan is evidenced by the Logan Revolving Note, (b) the Logan Term Loan is evidenced by the Logan Term Note, (c) the 2470 Term Loan is evidenced by the 2470 Term Note, (d) the Silver Real Estate Term Loan is evidenced by the Silver Real Estate Term Note, and (e) the ClimateGuard Revolving Loan is evidenced by the ClimateGuard Revolving Note; and

**WHEREAS**, all outstanding principal and accrued and unpaid interest under each Loan, together with all other amounts due and payable under the Loan Agreement, the Mortgages or any other Loan Documents, unless due and payable earlier by acceleration or as otherwise provided in the Loan Documents, shall be due and payable in full on the following (each a "**Maturity Date**"): (a) the Logan Revolving Loan shall be due and payable on December 2, 2009 (as such date may be extended pursuant to the Loan Agreement, the "**Logan Revolving Loan Maturity Date**"), (b) the Logan Term Loan shall be due and payable on May 5, 2011 (the "**Logan Term Loan Maturity Date**"), (c) the 2470 Term Loan shall be due and payable on January 12, 2016 (the "**2470 Term Loan Maturity Date**"), (d) the Silver Real Estate Term Loan shall be due and payable on January 12, 2016 (the "**Silver Real Estate Term Loan Maturity Date**"), and (e) the ClimateGuard Revolving Loan shall be due and payable on December 2, 2009 (as such date may be extended pursuant to the Loan Agreement, "**ClimateGuard Revolving Loan Maturity Date**"); and;

**WHEREAS**, the Borrowers' performance and payment of all Obligations under the Loan Documents are secured in part by the Mortgages; and

**WHEREAS**, a condition precedent to the Lender's making of the Loans to the Borrowers is the execution and delivery of this Assignment by the Assignor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Loan Agreement.
2. **Grant of Security Interest.** The Assignor hereby grants, transfers, sets over and assigns to the Lender, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in **Exhibit A** attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "**Property**"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "**Lease**", and collectively, the "**Leases**"), now or hereafter existing, of all or any part of the Property together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section

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365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Property. This Assignment is an absolute transfer and assignment of the foregoing interests to the Lender given to secure:

(a) the payment by the Assignor when due of (i) the Obligations evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other Obligations that may be due and owing to the Lender by the Assignor under or with respect to the Loan Documents; and (iii) all costs and expenses paid or incurred by the Lender in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Lender which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

**3. Representations and Warranties of the Assignor.** The Assignor represents and warrants to the Lender that:

(a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;

(b) the Assignor is the lessor under all Leases;

(c) there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) the Assignor has not executed any instrument or performed any act which may prevent the Lender from operating under any of the terms and provisions hereof or which would limit the Lender in such operation; and

(e) there are no defaults by the landlord and, to the Assignor's knowledge, there are no material defaults by tenants under any Leases.

**4. Covenants of the Assignor.** The Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) the Assignor shall not lease any portion of the Property unless the Assignor obtains the Lender's prior written consent to all aspects of such lease;

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(b) the Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Property;

(c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

(d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Lender's prior written consent; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Lender;

(g) the Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and

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reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear;

(j) the Assignor shall give prompt notice to the Lender of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Lender of any material breach by the tenant or guarantor under any such Lease;

(l) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the Obligations secured hereby or liens for general real estate taxes not delinquent;

(m) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Lender as mortgagee, mortgagee in possession or successor in title to the Property for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Lender as security for tenant's performance under such Lease; and

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Lender. The Assignor hereby assigns any such payment to the Lender and further covenants and agrees that upon the request of the Lender, it will duly endorse to the order of the Lender any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

(o) Neither the Borrowers nor the Mortgagor shall (i) use any of the Rents and Profits (as defined in the Mortgages) or any other income or proceeds derived from the Property to pay any sums or obligations due under the Cole Taylor Loan or (ii) loan or otherwise transfer any such Rents and Profits and other income or proceeds derived from the Property to any Affiliate of any Borrower.

**5. Rights Prior to Default.** Unless or until an Event of Default shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default,

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the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Lender shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Default.** A "**Default**" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any representation, warranty, covenant, obligation or promise made by the Assignor in this Assignment, (b) an Event of Default (as that term is defined in the Loan Agreement) or (c) any other event of default described in the Notes or any of the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Default, the Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose any Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Property, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Lender deems necessary or proper;

(c) Either with or without taking possession of the Property, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Property and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Lender, without proof of Default hereunder, upon receipt from the Lender of written notice to thereafter pay all such rents and other amounts to the Lender and to comply with any notice or demand by the Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Lender; and

(d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Lender may deem necessary, and any amount so paid by

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the Lender shall become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

**8. Application of Proceeds.** All sums collected and received by the Lender out of the rents, issues, income and profits of the Property following the occurrence of any one or more Events of Default shall be applied in accordance with Section 3.2 of the Mortgage.

**9. Limitation of the Lender's Liability.** The Lender shall not be liable for any loss sustained by the Assignor resulting from the Lender's failure to let the Property or from any other act or omission of the Lender in managing, operating or maintaining the Property following the occurrence of a Default. The Lender shall not be obligated to observe, perform or discharge, nor does the Lender hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Lender) and hold the Lender harmless from and against any and all liability, loss or damage which the Lender may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Lender's gross negligence or willful misconduct. Should the Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Lender for the care, control, management or repair of the Property or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Lender responsible or liable for any waste committed upon the Property by any tenant, occupant or other party, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Lender of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Lender a "mortgagee in possession" of the Property, in the absence of the taking of actual possession of the Property by the Lender pursuant to the provisions hereof or of the Mortgage.

**10. No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by the Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Lender under the terms and provisions of such instruments, and the Lender may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Lender may take or

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release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Lender may designate) and shall do or cause to be done such further acts, as the Lender may request, in order to permit the Lender to perfect, protect, preserve and maintain the assignment made to the Lender by this Assignment.

12. **Security Deposits.** The Assignor acknowledges that the Lender has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Lender assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Lender and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Lender under this Assignment shall inure to the benefit of the Lender and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Lender at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois and the applicable laws of the United States of America.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Lender, as the case may be, as specified in the Loan Agreement.

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19. **WAIVER OF TRIAL BY JURY.** THE ASSIGNOR AND THE LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

*[Remainder of Page Intentionally Left Blank—Signature Page Follows]*

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IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

2470 NORTH MILWAUKEE CORP., an Illinois corporation

By: 

Name: Louis Silver

Title: President

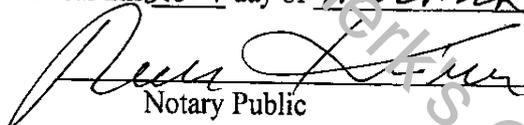
STATE OF ILLINOIS )

) SS.

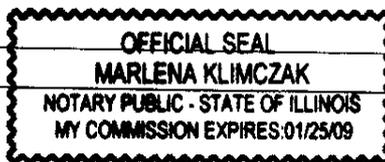
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Louis Silver, the President of 2470 NORTH MILWAUKEE CORP., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of NOVEMBER, 2008.

  
Notary Public

My Commission Expires: 01/25/2009



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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF THE SOUTH 315 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF A LINE 100 FEET NORTHEASTERLY OF AND PARALLEL WITH THE ORIGINAL RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE WITH THE WEST LINE OF NORTH PULASKI ROAD; THENCE NORTH 0 DEGREES 17 MINUTES WEST A DISTANCE OF 113.84 FEET; THENCE WEST 31.92 FEET; THENCE 60 DEGREES 14 MINUTES WEST 16.16 FEET FOR A POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 60 DEGREES 14 MINUTES WEST 25.62 FEET TO A POINT; THENCE CONTINUING SOUTH 69 DEGREES 47 MINUTES WEST 42 FEET MORE OR LESS TO A POINT ON THE INTERSECTION WITH A LINE 100 FEET NORTHEASTERLY OF AND PARALLEL WITH THE ORIGINAL NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 20 DEGREES, 13 MINUTES WEST ALONG SAID PARALLEL LINE 198.50 FEET TO THE NORTH LINE OF THE SOUTH 315 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 315 FEET OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27 AFORESAID 175.19 FEET MORE OR LESS TO THE WEST LINE OF NORTH PULASKI ROAD; THENCE SOUTH ALONG THE WEST LINE OF NORTH PULASKI ROAD 74.97 FEET TO A POINT; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 315 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, 46 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF NORTH PULASKI ROAD 84.21 FEET TO THE POINT OF BEGINNING

ALSO

THAT PART OF THE SOUTH 315 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF NORTH PULASKI ROAD 113.84 FEET NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE, SAID POINT BEING 163.84 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27 AFORESAID, THENCE WEST 31.92 FEET TO A POINT; THENCE SOUTH 60 DEGREES 14 MINUTES WEST 16.16 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE WEST LINE OF NORTH PULASKI ROAD 84.21 FEET, MORE OR LESS, TO A POINT WHICH IS 74.97 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 315 FEET OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTH 315 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, 46 FEET TO THE WEST LINE OF NORTH

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PULASKI ROAD; THENCE SOUTH ALONG THE WEST LINE OF NORTH PULASKI ROAD 75.19 FEET MORE OR LESS TO THE POINT OF BEGINNING;

ALSO

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF NORTH PULASKI ROAD, SAID POINT BEING 265.0 FEET NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE AND RUNNING THENCE WEST PARALLEL WITH SAID NORTH LINE OF FULLERTON AVENUE, A DISTANCE OF 175.19 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 100 FEET EASTERLY OF THE ORIGINAL 100 FOOT RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 162.49 FEET TO AN INTERSECTION WITH THE EXTENSION WEST OF THE SOUTH MAIN FACE OF A BRICK WALL; THENCE EAST ALONG SAID SOUTH FACE OF SAID WALL AND THE EXTENSION OF THE SOUTH FACE OF WALL, A DISTANCE OF 230.46 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH PULASKI ROAD, SAID INTERSECTION BEING 418.83 FEET NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE; THENCE SOUTH ALONG THE WEST LINE OF NORTH PULASKI ROAD A DISTANCE OF 153.83 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PROPERTY ADDRESS OF REAL ESTATE:**

2424 NORTH PULASKI, CHICAGO, ILLINOIS 60639

**PERMANENT TAX INDEX NUMBERS:**

13-27-415-055-0000