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Doc#: 1000844068 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/08/2010 12:49 PM Pg: 1 of 11

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Hubbard's Cave

Prepared By And When Recorded Return or Mail To:
Nyemaster Goode, P.C.
700 Walnut St., Suite 1600
Des Moines, Iowa 50309
Attention: Bradford L. Austin
Hubbard's Cave (IL.653)

Property of Cook County Clerk's Office

ASSIGNMENT OF LEASES, RENTS AND INCOME

THIS ASSIGNMENT OF LEASES, RENTS AND INCOME ("Assignment"), made as of January 6, 2010, by HUBBARD'S CAVE L.L.C., an Illinois limited liability company ("Assignor"), with the mailing address of 4104 N. Harlem Avenue, Norridge, Illinois 60706, to AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK, a New York corporation ("Assignee"), with an office located at c/o Aviva Investors North America, Inc., 699 Walnut Street, Dept. H-15, Des Moines, Iowa 50309.

Box 400-CTCC

Handwritten signature

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WITNESSETH:

WHEREAS, Assignor is the owner of certain real property situated in Cook County, Illinois, particularly described in Exhibit "A" annexed hereto and made a part hereof (herein called the "Mortgaged Premises");

WHEREAS, Assignor, concurrently herewith, is executing and delivering to Assignee: (i) a Promissory Note dated as of the date hereof (herein, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified, extended, renewed, consolidated, restated or replaced, called the "Note") in the amount of TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00); and (ii) a First Mortgage, Security Agreement and Fixture Filing dated as of the date hereof (herein called the "Mortgage") (capitalized terms not defined herein shall have the meanings ascribed to them in the Mortgage); and

WHEREAS, Assignee, as a condition of its loan, has required the execution of this Assignment.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers, bargains, sells, assigns, conveys, and sets over unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to all leases and subleases now affecting or which may hereafter affect the Mortgaged Premises or any part or parts thereof and all guarantees, modifications, renewals and extensions thereof (herein called the "Leases"), and all deposits made or hereafter made in respect of the Leases, together with all of the rents, income, revenues, issues and profits, including without limitation any Lease extension, renewal and termination fees (herein called the "Rents") due and to become due or to which Assignor may now or hereafter become entitled, arising out of the Leases, the Mortgaged Premises or any part thereof.

Upon satisfaction of the obligations secured by the Mortgage (the "Obligations"), this Assignment shall be and become null and void and the recording of a Satisfaction of the Mortgage or other evidence of the release of the Mortgage shall evidence the release of this Assignment; otherwise, this Assignment shall remain in full force and effect.

AND TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

Section 1. Performance of Leases. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any and all Leases to be performed by the landlord thereunder; to observe and comply with all provisions of law applicable to the operation and ownership of the Mortgaged Premises; not to amend or modify, or permit any assignment of, the Leases or permit a sublease of the Mortgaged Premises, without Assignee's prior consent; to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said Leases by the tenants thereunder to be performed; not to borrow

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against, pledge or assign any Rents; not to anticipate the Rents or reduce the amount of the Rents or other payments under the Leases; and not to waive, excuse, condone or in any manner release or discharge the tenants thereunder of or from the obligations, covenants, conditions and agreements by said tenants to be performed, including the obligation to pay the rental called for thereunder in the manner at the place and time specified therein; and not to terminate the Leases or accept a surrender thereof except by reasons of expiration of the stated terms of the Leases.

Section 2. Protect Security. At Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor and tenants thereunder, and to pay all costs and expenses of Assignee, including attorneys' fees in a reasonable sum, in any such action or proceeding in which Assignee may appear. Assignor represents and warrants that it is now and will be the absolute owner of the Leases and the Rents with full right and title to assign the same; that there is no outstanding assignment or pledge of the Leases or of the Rents; that no Rents have been waived, anticipated, discounted, compromised or released, except as may be permitted by the Leases; and to Assignor's knowledge, that the tenants have no defenses, setoffs or counterclaims against Assignor. Assignor agrees to use its diligent efforts to keep the Mortgaged Premises fully leased at rentals equivalent to or greater than rentals achieved from comparable properties.

Section 3. Present Assignment of Rents.

(a) This Assignment is intended to be and shall constitute a specific, choate and perfected assignment from Assignor to Assignee of all of Assignor's right, title and interest in and to the Leases and Rents, and not an assignment in the nature of a pledge of such Leases and Rents or the mere grant of a security interest therein.

(b) Notwithstanding that this Assignment is effective immediately, so long as no Event of Default (as defined in the Mortgage) has occurred, Assignor shall have the privilege under a revocable license granted hereby to collect as they become due, but not prior to accrual, all Rents from the Mortgaged Premises and to receive and hold the same. Assignor shall receive and hold such Rents, as well as the privilege and license to receive such Rents, in trust as a fund to be applied, and Assignor hereby covenants and agrees that such Rents shall be so applied, first to the payment of real estate taxes (unless such real estate taxes are first paid by tenant under the Ground Lease) and other lienable assessments imposed upon the Mortgaged Premises, then to the cost of insurance, maintenance and repairs of or with respect to the Mortgaged Premises, then to the satisfaction of Assignor's obligations under the Leases, and then to the payment of interest and principal and other sums becoming due under the Obligations, before retaining and/or disbursing any part of the Rents for any other purpose; provided, however, so long as no Event of Default shall exist and be continuing, nothing contained herein shall prohibit Assignor from distributing any Rents to its partners after satisfaction of its obligations hereunder. Should all or any portion of such Rents be utilized other than as herein provided, Assignor, and all those who participate in such action, shall, immediately from and after the occurrence of an Event of Default without further notice or demand or acceleration of the Obligations, be liable to Assignee for conversion.

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Section 4. Remedies. Upon or at any time after the occurrence of an Event of Default, as defined in the Mortgage, Assignee may, at its option, without notice:

(a) in the name, place and stead of Assignor: (i) enter upon, manage and operate the Mortgaged Premises or retain the services of an independent contractor to manage and operate the same; (ii) make, enforce, modify and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix or modify rentals and enforce all rights of Assignor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment; or

(b) apply for, and Assignor hereby consents to, the appointment of a receiver of the Mortgaged Premises, whether or not proceedings for the foreclosure of the Mortgage have been commenced, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred.

The exercise of any of the foregoing rights or remedies shall not cure or waive any default under the Mortgage or Note, or invalidate any act done by virtue of such default.

Section 5. Application of Rents. All Rents collected by Assignee, or by a receiver, shall be held and applied, in such order as Assignee may determine:

(a) to payment of all reasonable fees of the receiver, if any, approved by the court;

(b) to the repayment when due of all tenant security deposits, with interest thereon (if required by the applicable lease);

(c) to payment of all delinquent or current real estate taxes and special assessments payable with respect to the Mortgaged Premises (unless such real estate taxes are first paid by tenant under the Ground Lease), or if the Mortgage requires periodic escrow payments for such taxes and assessments, to the escrow payments then due;

(d) to payment of all premiums then due for the insurance required by the provisions of the Mortgage (unless such real estate taxes are first paid by tenant under the Ground Lease), or if the Mortgage requires periodic escrow payments for such premiums to the escrow payments then due;

(e) to payment of expenses incurred for normal maintenance of the Mortgaged Premises; and

(f) to Assignee in payment of the Obligations in such order of application as Assignee may elect.

The rights and powers of Assignee under this Assignment, and the application of the Rents pursuant to this Section 5, shall continue and remain in full force and effect both before and after commencement of any action or proceeding to foreclose the Mortgage, after the foreclosure sale of the Mortgaged Premises in connection with the foreclosure of the Mortgage, and until

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expiration of the period of redemption from any such foreclosure sale, whether or not any deficiency from the unpaid balance of the Obligations exists after such foreclosure sale.

Section 6. No Liability for Assignee. Assignee shall not be obligated to perform or discharge nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases; this Assignment shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Premises upon Assignee nor for the carrying out of any of the terms and conditions of the Leases; and this Assignment shall not operate to make Assignee responsible or liable for any waste committed on the Mortgaged Premises by the tenants or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence in the management, upkeep, repair or control of the Mortgaged Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 7. Assignor To Hold Assignee Harmless. Assignor shall and does hereby agree to indemnify, defend and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment, except Assignee's gross negligence or willful misconduct, and of and from any and all claims and demands whatsoever which may be asserted against 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 the Leases. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, Assignee may declare all Obligations immediately due and payable.

Section 8. Remedies Not Exclusive. This Assignment shall in no way operate to prevent Assignee from pursuing any remedy which it now has or hereafter may have under the terms or conditions of the Mortgage or Note or any other instrument securing the same, or by law.

Section 9. Authorization to Tenants. The tenants under each of the Leases are hereby irrevocably authorized and directed to recognize the claims of Assignee, or its assigns, hereunder without investigating the reason for any action taken by Assignee, or the validity or the amount of indebtedness owing to Assignee, or the existence of any default in the Note, Mortgage or under or by reason of this Assignment, or the application of the Rents to be made by Assignee. Assignor hereby irrevocably directs and authorizes each tenant to pay to Assignee all sums due under its Lease and consents and directs that said sums shall be paid to Assignee without the necessity for a judicial determination that a default has occurred hereunder or under the Note or Mortgage or that Assignee is entitled to exercise its rights hereunder. To the extent such sums are paid to Assignee, Assignor agrees that the tenant shall have no further liability to Assignor for the same. The sole signature of Assignee shall be sufficient for the exercise of any rights under this Assignment, and the sole receipt of Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Mortgaged Premises.

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Section 10. Existing Leases. Assignor hereby represents and warrants the following to Assignee:

(a) the Leases which now affect the Mortgaged Premises have been duly executed and unconditionally delivered by or on behalf of Assignor and to Assignor's knowledge, the tenants thereto and are valid, subsisting and in full force and effect;

(b) Assignor has not executed or granted any modifications or amendments of said Leases either orally or in writing;

(c) to Assignor's knowledge, there are no defaults now existing under any of said Leases and no event has occurred which with the delivery of notice or the passage of time or both would constitute a default or which would entitle the landlord or the tenant under said Leases to cancel same or otherwise avoid their obligations thereunder;

(d) Assignor has not accepted advance rent under the said Leases except for security deposits not in excess of one (1) month's rent; and

(e) Assignor has not executed an assignment of any of said Leases or of its right, title and interest therein or the rentals to accrue thereunder, except as provided in the Mortgage.

Section 11. Assignee Attorney-in-Fact. Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney-in-fact to execute and deliver during the term of this Assignment such further instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.

Section 12. Notices. All notices, demands, consents or requests which are either required or desired to be given or furnished hereunder (a "Notice") shall be in writing and shall be deemed to have been properly given if either delivered personally or by overnight commercial courier or sent by United States registered or certified mail, postage prepaid, return receipt requested, to the address of the parties hereinabove set out. Such Notice shall be effective on receipt or refusal if by personal delivery or by commercial courier and actual receipt or refusal (which shall include a failure to respond to notification of delivery by the U.S. Postal Service) if sent by U.S. Postal Service mail. By Notice complying with the foregoing, each party may from time to time change the address to be subsequently applicable to it for the purpose of the foregoing.

Section 13. Amendments. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Section 14. Successors and Assigns. This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Assignor and its successors and assigns, including without limitation each and every from time to time record owner of the Mortgaged Premises or any other person having an interest therein, and shall inure to the benefit of Assignee, its successors and assigns.

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Section 15. Governing Law. This Assignment shall be construed and enforced according to and governed by the laws of Illinois (excluding conflicts of laws rules) and applicable federal law.

Section 16. Severability. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

Section 17. No Mortgagee in Possession. Nothing herein contained, and no action taken pursuant to this Assignment, shall be construed as constituting Assignee as a "Mortgagee in Possession."

Section 18. Costs of Collection. 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, without limitation, 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. If the Note is placed in the hands of an attorney for collection by suit or otherwise, or to enforce its collection, or to protect the security for its payment, the Assignor immediately and without demand, will pay all costs of collection and litigation together with reasonable attorneys' fees. In the event of a judgment on the Note, the Assignor agrees to pay to the Assignee on demand all costs and expenses incurred by the Assignee in satisfying such judgment, including without limitation, reasonable fees and expenses of the Assignee's counsel including taxes and post judgment insurance. It being expressly understood that such agreement by the Assignor to pay the aforesaid post-judgment costs and expenses of the Assignee is absolute and unconditional and (i) shall survive (and not merge into) the entry of a judgment for amounts owing hereunder and (ii) shall not be limited regardless of whether the Note or other obligation of Assignor or a guarantor, as applicable, is secured or unsecured, and regardless of whether the Assignee exercises any available rights or remedies against any collateral pledged as security for the Note and shall not be limited or extinguished by merger of the Note, Deed of Trust or other loan documents into a judgment of foreclosure or other judgment of a court of competent jurisdiction and shall remain in full force and effect post judgment and shall continue in full force and effect with regard to any subsequent proceedings in a court of competent jurisdiction including but not limited to bankruptcy court and shall remain in full force and effect after collection of such foreclosure or other judgment until such fees and costs are paid in full. Such fees or costs shall be added to the Assignee's lien on the subject collateral which shall also survive post foreclosure or other judgment and post collection of said judgment.

Section 19. Counterparts. This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Integration. **This agreement or instrument and the other Loan Documents (as defined in the Mortgage) constitute the entire agreement of the parties with respect to the transactions that form the subject matter thereof, and there are no other agreements, express or implied, with respect to such transactions. Any and all prior or**

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contemporaneous commitments, term sheets, negotiations, agreements or representations have been merged into this agreement or instrument and the other Loan Documents and are hereby superseded.

THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY 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.

Assignor acknowledges receipt of a copy of this instrument at the time of execution thereof.

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

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and date first above written.

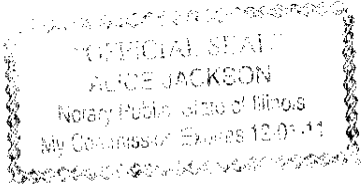
HUBBARD'S CAVE L.L.C., an Illinois limited liability company

By: The Harlem Irving Companies, Inc., an Illinois corporation, its manager

By: *Lawrence A. Gerlach*
Name: LAWRENCE A. GERLACH
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 27th day of December, 2009, before me, a notary public, personally appeared LAWRENCE A. GERLACH, to me personally known, who being by me duly sworn did say that that person is the VICE PRESIDENT of The Harlem Irving Companies, Inc., an Illinois corporation, manager of HUBBARD'S CAVE L.L.C., an Illinois limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members and managers and acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Alice Jackson
Name: ALICE JACKSON
Notary Public

[SIGNATURE PAGE TO ASSIGNMENT]

UNOFFICIAL COPY**Exhibit "A"****Legal Description****PARCEL 1:**

LOTS 1 TO 11, BOTH INCLUSIVE, IN BLOCK 59 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 12 TO 22, BOTH INCLUSIVE, IN BLOCK 59 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE INTEREST ACCRUING TO SAID LOTS IN AND TO VACATED CARROLL AVENUE SOUTH AND ADJOINING SAID LOTS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE PROPERTY AND SPACE LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES OF THAT PART OF VACATED WEST CARROLL STREET LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 1 THROUGH 11 IN BLOCK 62 AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 12 THROUGH 22 IN BLOCK 59 OF CANAL TRUSTEES SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 21.5 FEET ABOVE THE HIGHEST RAIL, EXCEPTING THEREFROM THAT PART OF SAID PROPERTY AND SPACE LYING NORTH OF AND ADJOINING LOTS 1 THROUGH 11 IN BLOCK 62 AFORESAID, LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 IN SAID BLOCK 62, RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 11, A DISTANCE OF 8.04 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 317.51 FEET TO A POINT ON THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 1 IN SAID BLOCK 62 WHICH IS 8.02 FEET NORTH FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION SAID DISTANCE OF 8.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE WEST ALONG THE NORTH LINE OF LOTS 1 TO 11, BOTH INCLUSIVE, IN SAID BLOCK 62 A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE PROPERTY AND SPACE IN THAT PART OF THE SOUTH HALF OF VACATED WEST CARROLL STREET (AS VACATED BY ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS, RECORDED OCTOBER 6, 1914 AS DOCUMENT NUMBER 5507201) LYING NORTH OF AND ADJOINING LOTS 1 THROUGH 11 IN BLOCK 62 OF CANAL TRUSTEES' SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE 21 AND ONE-HALF FEET ABOVE THE HIGHEST RAIL AND LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHWEST CORNER OF LOT 11 IN SAID BLOCK 62, AND RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 11, A DISTANCE OF 8.04 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 317.51 FEET TO A POINT ON THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 1 IN SAID BLOCK 62 WHICH IS 8.02 FEET NORTH FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION SAID DISTANCE OF 8.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE WEST ALONG THE NORTH LINE OF LOTS 1 TO 11, BOTH INCLUSIVE, IN SAID BLOCK 62 A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE PROPERTY AND SPACE IN THAT PART OF LOTS 1 THROUGH 11 IN BLOCK 62 IN CANAL TRUSTEES' SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 21 AND ONE-HALF FEET ABOVE THE HIGHEST RAIL AND LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 6.96 FEET; THENCE EAST ALONG A STRAIGHT LINE A DISTANCE OF 317.51 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 WHICH IS 6.98 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 6.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 1 TO 11, BOTH INCLUSIVE, A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

ALL OF THE EAST-WEST 21.80 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 11, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOTS 12 TO 22, BOTH INCLUSIVE, LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 22, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 11 TO THE NORTHWEST CORNER OF LOT 12, ALL IN BLOCK 59 IN CANAL TRUSTEES SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO ORDINANCE GRANTED AS DOCUMENT 0621518009, IN COOK COUNTY, ILLINOIS.

Common Address: 370 North Des Plaines Street, Chicago, Illinois

Permanent Tax ID Number: 17-09-301-002
 17-09-301-005
 17-09-301-006
 17-09-501-005
 17-09-501-007