

UNOFFICIAL COPY



Doc#: 1025131110 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/08/2010 04:51 PM Pg: 1 of 16

This instrument prepared by  
and when recorded return to:  
Crystal S. Maher  
Senior Counsel  
City of Chicago  
Office of Corporation Counsel  
Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602

**ASSIGNMENT OF RENTS AND LEASES**

**Dated as of September 1, 2010**

**KNOW ALL PERSONS BY THESE PRESENTS THAT**

Ogden North, LLC, an Illinois limited liability company (the "Assignor"), whose office is located at, 666 Dundee Road, Northbrook, Illinois, in consideration of One Dollar paid by the City of Chicago, Illinois (the "Assignee"), whose office is located at 121 North LaSalle Street, Chicago, Illinois 60602, subject to the interest of the Chicago Housing Authority ("CHA") and the U.S. Department of Housing and Urban Development ("HUD") under that certain Regulatory

# UNOFFICIAL COPY

and Operating Agreement from the Assignor to the CHA dated as of the date hereof and recorded in the Office of the Cook County Recorder of Deeds and that certain Declaration of Restrictive Covenants from the Borrower to the CHA dated as of the date hereof and recorded in the Office of the Cook County Recorder of Deeds with respect to the subsidized units in the Premises (as defined in the hereinafter defined Mortgage) to be used as "public housing," hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interest and privileges, which the Assignor, its successors and assigns, as lessor, has and may have in the leases now existing (as more particularly described on Exhibit B attached hereto and hereby made a part hereof) or hereafter made and affecting the real property described below or any part thereof, as said leases may have been or may from time to time be hereafter, modified, extended and renewed, with all rents, income, issues and profits due and becoming due therefrom. The Assignor will, on request of the Assignee, execute assignments of any future leases affecting any part of the Premises (as defined in the hereinafter defined Mortgage).

This Assignment of Rents and Leases (this "Assignment") is made as additional security for the obligations of the Assignor under a certain Housing Loan Agreement dated of even date herewith (hereinafter, as the same may be amended, supplemented and restated from time to time called the "Loan Agreement") between the Assignor and the Assignee and for the obligations of the Assignor under its promissory note (herein such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note") in the principal amount of \$8,289,981, dated of even date herewith and payable to the Assignee. The obligations of the Assignor under the Loan Agreement and the Note are secured by, among other things, a certain Junior Mortgage, Security Agreement and Financing Statement dated of even date herewith (hereinafter, as the same may be amended, supplemented and restated from time to time called the "Mortgage") from the Assignor to the Assignee, which Mortgage constitutes a lien on and otherwise relates to certain interests of the Assignor in certain real estate situated in the City of Chicago, Cook County, Illinois, described in Exhibit A attached hereto and hereby made a part hereof, and described in the Mortgage, and the acceptance of this Assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Mortgage. It is expressly understood and agreed by the parties hereto that before an event of default (which is not cured within any applicable notice and/or cure periods) occurs hereunder, or under the terms of the Loan Agreement, the Mortgage or any of the other Loan Documents (as defined in the Loan Agreement) (an "Event of Default"), the Assignor shall have the right to collect said rents, income, issues and profits from the aforementioned leases and to retain, use and enjoy the same; provided, however, that even before an Event of Default occurs, no rent more than one month in advance (other than reasonable security deposits) shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, after the occurrence of an Event of Default, the Assignor hereby assigns to the Assignee any award made hereafter to the Assignor in any court procedure involving any of the lessees in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and any and all payments made by lessees in lieu of rent. Upon the occurrence of an Event of Default, the Assignor hereby appoints the Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment; subject to the condition, however, that if after the occurrence of an Event of Default, said Event of Default shall be cured or waived, the appointment of the Assignee as attorney in fact for the Assignor shall cease and determine.

# UNOFFICIAL COPY

The Assignor, if an Event of Default has occurred and is continuing, hereby authorizes the Assignee, at its option, to enter and take possession of the Premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or relet the Premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in its own name or the Assignor's name, make repairs as the Assignee deems appropriate, and perform such other acts, in its own name or the Assignor's name, in connection with the management and operation of the Premises as the Assignee, in its discretion, may deem proper. The Assignor, in such case, shall cooperate with the Assignee in all other respects to effectuate the terms and conditions hereof.

The receipt by the Assignee of any rents, income, issues or profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto. Upon foreclosure of the Mortgage (for which this Assignment serves as additional security), it is understood by the Assignor and the Assignee that the Assignee's rights under this Assignment continue through the period of foreclosure.

The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any of the said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to defend and save it harmless from, any and all liability arising from any of said leases or from this Assignment (other than any liability arising out of the Assignee's gross negligence or willful misconduct following the Assignee's acquisition of title to or control of the Premises, unless such act is taken in response to (1) any negligent act or omission of the Assignor, the Manager or the Owner, if any, or (2) any breach (other than failure to repay the Loan) by the Assignor, the Manager or the Owner, if any, of any provisions of the instruments executed by the Assignor, the Manager or the Owner, if any, in connection with the Loan), and this Assignment shall not place responsibility for the control, care, management or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that (i) the Assignor has full right and title to assign all leases assigned hereunder and the rents, income, issues and profits due or to become due thereunder; (ii) the terms of said leases have not been changed from the terms in the copy of said leases submitted to the Assignee for approval; (iii) no other assignment of any interest therein has been made other than to HUD, the Senior Lender, if any, and the Junior Lender, if any (both as defined in the Loan Agreement); (iv) there are no existing defaults under the provisions thereof; (v) all rents due under any of said leases on or before the date hereof have been paid in full to the Assignor; (vi) other than reasonable security deposits, no rents under any of said leases have heretofore been collected more than one month in advance; (vii) the Assignor has not granted any concession to any lessee under any of said leases other than as appears in the terms thereof; (viii) the Assignor will comply with all of the material terms of all of said leases; (ix) the Assignor will promptly give the Assignee a copy of any notice received by the Assignor concerning any material default by the Assignor under any of said leases; and (x) the Assignor will not hereafter cancel, surrender or terminate any of said leases, or exercise any option which might lead to such termination or change, or alter or modify any of said leases or consent to the

# UNOFFICIAL COPY

release of any party liable thereunder or to the assignment of any lessee's interest in the lease to which such lessee is a party, other than in the ordinary course of business of the Assignor.

The Assignor hereby authorizes the Assignee, if an Event of Default has occurred and is continuing, to give notice in writing of this Assignment at any time to any tenant under any of said leases, subject to the rights of the Senior Lender and HUD, as applicable.

The full performance of the Loan Agreement and the Mortgage and the duly recorded release or reconveyance of the Premises and security interests described therein shall render this Assignment void and upon the written request of the Assignor, the Assignee shall execute and deliver to the Assignor a recordable release of this Assignment.

The net proceeds collected by the Assignee under the terms of this Assignment shall be applied, at the option of the Assignee, to pay all costs and expenses in connection with the management and operation of the Premises, and/or to pay all or any portion of the entire indebtedness from time to time outstanding and secured by the Loan Agreement and the Mortgage. The Assignee shall not be accountable for any monies other than said net proceeds actually received by the Assignee under the terms of this Assignment, nor shall the Assignee be liable for any failure to collect rents or other payments due from lessees under the leases assigned hereunder.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Mortgage.

This Assignment is subject and subordinate in each and every respect to any and all rights of any kind created collectively by:

(i) that certain Multifamily Mortgage, Assignment of Rents and Security Agreement (the "Senior Assignment") dated as of the date hereof from Mortgagor to Citibank, N.A. and recorded prior hereto in the Office of the Cook County Recorder of Deeds;

(ii) that certain Subordinate Assignment of Rents and Leases (the "CHA Assignment") from the Assignor to the Chicago Housing Authority dated as of the date hereof, and recorded prior to the recording of this Assignment in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the amount of \$9,990,000 in favor of the Senior Lender; and

(iii) any future assignment of rents made by the Mortgagor pursuant to any Permitted Refinancing (as defined in the Loan Agreement).

Collectively, the Senior Assignment, and the CHA Assignment and any future assignment of rents made by the Mortgagor and hereafter recorded in the Recorder's Office securing any Permitted Refinancing shall be referred to herein as the "Senior Documents".

So long as the Senior Documents are in effect, in the event of any conflict between the provisions of this Assignment and the Senior Documents, the provisions of the Senior

# UNOFFICIAL COPY

Documents shall prevail. Any waiver or forbearance by the Senior Lender under the Senior Loan Documents shall not impair the priority of its lien under the Senior Loan Documents.

This Assignment shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

If any provision of this Assignment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Assignment shall be construed as if such invalid part were never included herein and this Assignment shall be and remain valid and enforceable to the fullest extent permitted by law.

All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Loan Agreement.

The indebtedness evidenced by the Note shall be non-recourse to the extent and in accordance with the conditions specified therein and in the Loan Agreement.

[Signature Appears on Next Page]

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, the Assignor has hereunto set its hand and seal as of the day and year first above written.

**OGDEN NORTH, LLC,**  
an Illinois limited liability company

By: Ogden North Manager, LLC,  
an Illinois limited liability company,  
its manager

By: Brinshore Holding, LLC,  
an Illinois limited liability company,  
its manager

By: Brinshore Development, L.L.C.,  
an Illinois limited liability company,  
its sole member

By: RJS Real Estate Services, Inc.,  
an Illinois corporation, a member

By:   
Richard Sciortino, President

By: Michaels Chicago Holding Company, LLC,  
an Illinois limited liability company,  
its manager

By:   
John O'Donnell, Vice President

## UNOFFICIAL COPY

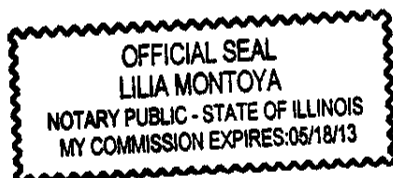
STATE OF ILLINOIS       )  
                                       ) SS.  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that Richard J. Sciorline, personally known to me to be the President of RJS Real Estate Services, Inc., , an Illinois corporation, which is the sole member of Brinshore Development, L.L.C., an Illinois limited liability company, which is the sole member of Brinshore Holding, LLC, an Illinois limited liability company, which is the manager of Ogden North Manager, LLC, an Illinois limited liability company, which is the manager of Ogden North, LLC, LLC, an Illinois limited liability company (the "Assignor"), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity as such President and on behalf of the foregoing entities and the Assignor, he signed, sealed and delivered the said instrument pursuant to the authority given by the operating agreement of the Assignor, as his free and voluntary act, and as the free and voluntary act and deed of the Assignor, for the uses and purposes therein set forth.

Given under my hand and official seal this 15<sup>th</sup> day of September, 2010.

Lilia Montoya  
 Notary Public

(SEAL)

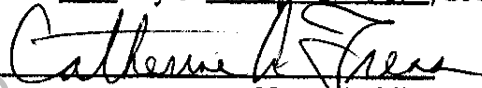


## UNOFFICIAL COPY

STATE OF *New Jersey* )  
 ) SS.  
 COUNTY OF *Burlington* )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that John O'Donnell, personally known to me to be the Vice-President of Michaels Chicago Holding Company, LLC, an Illinois limited liability company, which is a manager of Ogden North, LLC, LLC, an Illinois limited liability company (the "Assignor"), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity as such Vice-President and on behalf of the foregoing entity and Assignor he signed, sealed and delivered the said instrument pursuant to the authority given by the operating agreement of the Assignor, as his free and voluntary act, and as the free and voluntary act and deed of the Assignor, for the uses and purposes therein set forth.

Given under my hand and official seal this 15<sup>th</sup> day of September, 2010.

  
 Notary Public

**CATHERINE A. FREAS**  
 NOTARY PUBLIC OF NEW JERSEY  
 COMMISSION EXPIRES 6/30/2015

(SEAL)



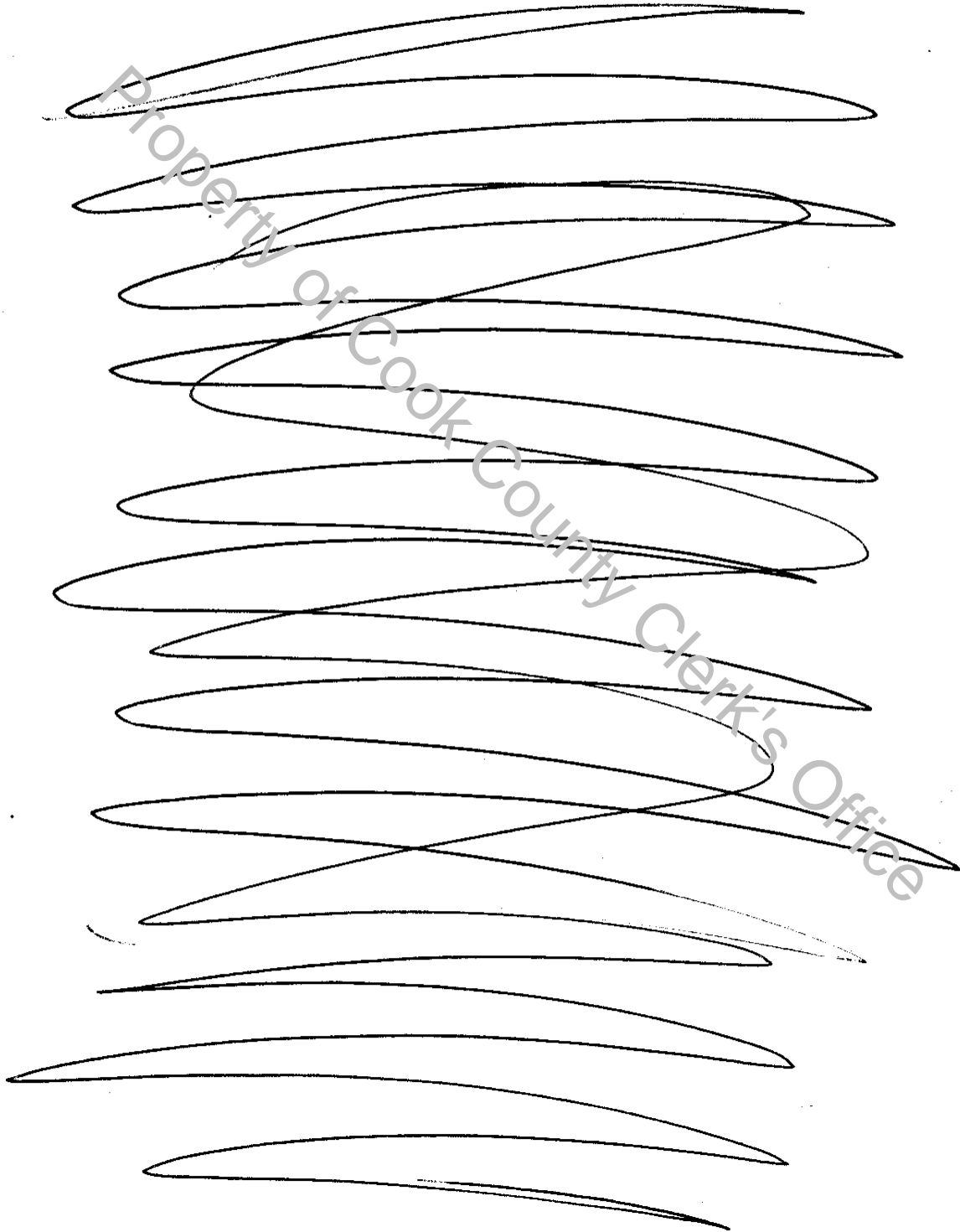
# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

See attached.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## LEGAL DESCRIPTION

### PARCEL 1 OF 19

LOTS 1 AND 2 IN D.D. HEALY'S SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1886, AS DOCUMENT NUMBER 732002, IN COOK COUNTY, ILLINOIS.

### PARCEL 2 OF 19

LOTS 17 AND 18 IN JOHN OLIVER'S SUBDIVISION OF LOTS 18, 19, 22 AND 23 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1885, AS DOCUMENT NUMBER 646119, IN COOK COUNTY, ILLINOIS.

### PARCEL 3 OF 19

LOT 15 IN JOHN OLIVER'S SUBDIVISION OF LOTS 18, 19, 22 AND 23 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1885, AS DOCUMENT NUMBER 646119, IN COOK COUNTY, ILLINOIS.

### PARCEL 4 OF 19

LOT 12 IN MCKELLAR'S SUBDIVISION OF LOTS 12, 13, 16 AND 17 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1874 AS DOCUMENT NUMBER 170600, IN COOK COUNTY, ILLINOIS.

### PARCEL 5 OF 19

LOTS 6 IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1869, AND LOT 7 IN THE SUBDIVISION OF LOT 24, BLOCK 2 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884, AS DOCUMENT NUMBER 578791, IN COOK COUNTY, ILLINOIS.

### PARCEL 6 OF 19

THAT PART OF LOT 5 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF

# UNOFFICIAL COPY

SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791, AND LOT 19 IN LUNNEY'S SUBDIVISION OF A 100 FOOT STRIP OF LAND THROUGH THE WEST HALF OF SAID NORTHEAST QUARTER ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1882 AS DOCUMENT NUMBER 430507, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 18 IN SAID LUNNEY'S SUBDIVISION; THENCE NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 50.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 19 AND 5, A DISTANCE OF 43.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 38 MINUTES 52 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 124.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 0 DEGREES 01 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 5 AND 19, A DISTANCE OF 42.61 FEET, TO A POINT 50.40 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18; THENCE NORTH 89 DEGREES 58 MINUTES 48 SECONDS WEST 124.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 7 OF 19

THAT PART OF LOTS 18 AND 19 IN LUNNEY'S SUBDIVISION OF A 100 FOOT STRIP OF LAND THROUGH THE WEST HALF OF SAID NORTHEAST QUARTER ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1882 AS DOCUMENT NUMBER 430507, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18, THENCE NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 50.47 FEET, TO A POINT 43.33 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 5 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791; THENCE SOUTH 89 DEGREES 58 MINUTES 48 SECONDS EAST 124.91 FEET TO A POINT ON THE EAST LINE OF SAID LOT 19, SAID POINT BEING 42.61 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 0 DEGREES 01 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 50.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 124.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 8 OF 19

LOTS 51 IN THE SUBDIVISION OF LOTS 1 TO 5 AND LOT 7 OF BLOCK 4, AND LOTS 1 TO 6 AND 11 TO 14 OF BLOCK 3 AND LOTS 3, 4 AND 5 OF BLOCK 5, OF COOK AND ANDERSON'S

# UNOFFICIAL COPY

SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1882, AS DOCUMENT NUMBER 385416, IN COOK COUNTY, ILLINOIS.

## PARCEL 9 OF 19

LOTS 3 AND 4 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791, IN COOK COUNTY, ILLINOIS.

## PARCEL 10 OF 19

THAT PART OF LOT 5, IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1869 (ANTIFIRE), AND LOT 1 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 5, THAT IS 106.38 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1 IN SAID REIES' SUBDIVISION; THENCE SOUTH 0 DEGREES 0 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 5 AND 1, A DISTANCE OF 50.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 39 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 124.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 1, A DISTANCE OF 50.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5, THAT IS 107.04 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 39 DEGREES 59 MINUTES 14 SECONDS EAST 124.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 11 OF 19

THAT PART OF LOTS 3, 4 AND 5, IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1869 (ANTIFIRE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 3, THAT IS 56.05 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1 IN SAID REIES' SUBDIVISION; THENCE SOUTH 0

# UNOFFICIAL COPY

DEGREES 0 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 3, 4 AND 5, A DISTANCE OF 50.33 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST 124.90 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 0 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 3, 4 AND 5, A DISTANCE OF 50.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, THAT IS 56.69 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 124.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 12 OF 19

THAT PART OF THE SOUTH 19.00 FEET OF LOT 1, AND LOTS 2 AND 3, IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 19.00 FEET OF SAID LOT 1; THENCE SOUTH 0 DEGREES 0 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 50.03 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 124.90 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 0 DEGREES 1 MINUTE 10 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 50.68 FEET TO THE NORTH LINE OF THE SOUTH 19.00 FEET OF SAID LOT 1; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 19.00 FEET OF SAID LOT 1, A DISTANCE OF 124.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 13 OF 19

LOTS 1, 2, 3, 4, 5 AND 6 IN MCKELLAR'S SUBDIVISION OF LOTS 12, 13, 16 AND 17 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1874 AS DOCUMENT NUMBER 170600, IN COOK COUNTY, ILLINOIS.

## PARCEL 14 OF 19

THE SOUTH 23.50 FEET OF LOT 8 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1888 AS DOCUMENT NUMBER 922839, IN COOK COUNTY, ILLINOIS; ALSO THAT PART OF THE EAST 6 FEET OF LOT 6 IN D.D. HEALY'S RESUBDIVISION OF LOTS 1 TO 5 IN D.D. HEALY'S SUBDIVISION OF THE SOUTH PART OF LOT 3 OF BLOCK 2 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN THE NORTH AND SOUTH LINES, EXTENDED WEST OF THE SOUTH 23.5 FEET OF

# UNOFFICIAL COPY

LOT 8 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

## PARCEL 15 OF 19

LOTS 6 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1888 AS DOCUMENT NUMBER 922839, IN COOK COUNTY, ILLINOIS; ALSO THAT PART OF THE EAST 6 FEET OF LOT 6 IN D.D. HEALY'S RESUBDIVISION OF LOTS 1 TO 5 IN D.D. HEALY'S SUBDIVISION OF THE SOUTH PART OF LOT 3 OF BLOCK 2 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN THE NORTH AND SOUTH LINES, EXTENDED WEST, OF EACH OF LOTS 6 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

## PARCEL 16 OF 19

LOT 12, IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1887 AS DOCUMENT NUMBER 842565, IN COOK COUNTY, ILLINOIS.

## PARCEL 17 OF 19

LOT 14, 15, 16 AND 17, IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1887 AS DOCUMENT NUMBER 842565, IN COOK COUNTY, ILLINOIS.

## PARCEL 18 OF 19

LOT 20, IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1887 AS DOCUMENT NUMBER 842565, IN COOK COUNTY, ILLINOIS.

## PARCEL 19 OF 19

SUB-PARCEL 19(A): LEASEHOLD ESTATE CREATED BY GROUND LEASE DATED AS OF SEPTEMBER 1, 2010 BETWEEN THE CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, LANDLORD, AND SINAI COMMUNITY INSTITUTE, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, TENANT, RECORDED CONTEMPORANEOUSLY HERewith, AND AMENDED AND ASSIGNED TO OGDEN NORTH, LLC, AN ILLINOIS



# UNOFFICIAL COPY

LIMITED LIABILITY COMPANY, BY ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE BY AND AMONG SINAI COMMUNITY INSTITUTE, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, OGDEN NORTH, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND THE CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, DATED AS OF SEPTEMBER 1, 2010 AND RECORDED CONTEMPORANEOUSLY HERewith, DEMISING AND LEASING FOR A TERM OF 99 YEARS EXPIRING ON AUGUST 31, 2109, THE FOLLOWING DESCRIBED PREMISES, TO WIT:

LOT 1 IN OGDEN NORTH RESUBDIVISION OF PART OF POPE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2010 AS DOCUMENT NUMBER 1021510025, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, THEREON.

SUB-PARCEL 19(B): FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREIN/ABOVE DESCRIBED AS SUB-PARCEL 19(A).

## HAVING THE FOLLOWING ADDRESSES, ALL IN CHICAGO, ILLINOIS:

|                        |                        |                        |
|------------------------|------------------------|------------------------|
| 2719 W. Roosevelt Rd.  | 1312 S. Washtenaw Ave. | 2652 W. 12th Place     |
| 1254 S. Fairfield Ave. | 1306 S. Washtenaw Ave. | 2642 W. 12th Place     |
| 1256 S. Fairfield Ave. | 1302 S. Washtenaw Ave. | 2644 W. 12th Place     |
| 1260 S. Fairfield Ave. | 1304 S. Washtenaw Ave. | 1220 S. Talman Ave.    |
| 1255 S. Fairfield Ave. | 1262 S. Washtenaw Ave. | 2632 W. 12th Place     |
| 1303 S. Fairfield Ave. | 1300 S. Washtenaw Ave. | 2639 W. 12th Place     |
| 1307 S. Fairfield Ave. | 1256 S. Washtenaw Ave. | 2645 W. 12th Place     |
| 1305 S. Fairfield Ave. | 1260 S. Washtenaw Ave. | 2651 W. 12th Place     |
| 1313 S. Fairfield Ave. | 1258 S. Washtenaw Ave. | 1235 S. Washtenaw Ave. |
| 1315 S. Fairfield Ave. | 2707 W. 12th Place     | 1245 S. Washtenaw Ave. |
| 1317 S. Fairfield Ave. | 1236 S. Washtenaw Ave. | 2652 W. 13th Street    |
| 1319 S. Fairfield Ave. | 1240 S. Washtenaw Ave. | 2646 W. 13th Street    |
| 1345 S. Fairfield Ave. | 1224 S. Washtenaw Ave. | 2640 W. 13th Street    |
| 1310 S. Washtenaw Ave. | 1218 S. Washtenaw Ave. |                        |
| 1314 S. Washtenaw Ave. | 1220 S. Washtenaw Ave. |                        |

## AFFECTING PINS:

|                       |                      |                        |
|-----------------------|----------------------|------------------------|
| 16-24-201-002 & -003  | 16-24-207-031        | 16-24-201-012          |
| 16-24-206-048 & -049  | 16-24-207-056 & 057  | 16-24-201-015          |
| 16-24-206-051         | 16-24-207-053 & 054  | 16-24-201-014          |
| 16-24-207-010         | 16-24-207-052        | 16-24-202-009          |
| 16-24-207-015         | 16-24-207-076        | 16-24-202-011 to - 014 |
| 16-24-207-016         | 16-24-207-041 to 046 | 16-24-202-017          |
| 16-24-207-018 to -022 | 16-24-201-017        | 16-24-208-074          |

# UNOFFICIAL COPY

## EXHIBIT B

### EXISTING LEASES

None.

Property of Cook County Clerk's Office