



Doc#: 1102711043 Fee: \$76.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/27/2011 09:56 AM Pg: 1 of 17

This document prepared by
and after recording,
please return to:

Dykema Gossett PLLC
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60606
Attention: C. Elizabeth Darke, Esq.

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made as of January 24, 2011, by and from **2115 SEDGWICK LLC**, a Delaware limited liability company ("**2115 Sedgwick**"), **525 ARLINGTON LLC**, a Delaware limited liability company ("**525 Arlington**"), **WELLINGTON CLARK LLC**, a Delaware limited liability company ("**Wellington/Clark**"), and **2914 CLARK LLC**, a Delaware limited liability company ("**2914 Clark**"; and collectively with 2115 Sedgwick, 525 Arlington, and Wellington/Clark, "**Borrowers**" and each, a "**Borrower**") to and for the benefit of **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns ("**Lender**").

RECITALS:

A. 2115 Sedgwick is the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A-1 attached hereto ("**Sedgwick Property**").

B. 525 Arlington is the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A-2 attached hereto ("**Arlington Property**").

C. Wellington/Clark is the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A-3 attached hereto ("**Wellington/Clark Property**").

D. 2914 Clark is the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A-4 attached hereto ("**Clark/Oakdale Property**").

E. The Sedgwick Property, the Arlington Property, the Wellington/Clark Property and the Clark/Oakdale Property are collectively referred to herein as the "**Property**".

F. Lender has agreed to make a loan to Borrowers in the maximum principal amount of Eleven Million Five Hundred Thousand and 00/100 Dollars (\$11,500,000.00) (the "**Loan**"). The Loan is evidenced by a Promissory Note of even date herewith from Borrowers to Lender in the original principal amount of Eleven Million Five Hundred Thousand and 00/100 Dollars (\$11,500,000.00) (the "**Note**").

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G. The Loan is secured by a certain: (i) Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents (the "**Mortgage**"), dated of even date herewith, executed and delivered by Borrowers for the benefit of Lender encumbering the Property, and (ii) certain other documents evidencing or securing the Loan (together with the Note and the Mortgage, the "**Loan Documents**").

H. The obligations of Borrowers under the Note, the Mortgage, this Assignment, and the other Loan Documents are collectively referred to herein as the "**Obligations**".

I. Borrowers are required as a condition to the making of the Loan to transfer and assign to Lender all of their right, title and interest in, to and under their respective Leases and Rents (as defined below).

AGREEMENT:

NOW, THEREFORE, as an inducement for the making of the Loan, each Borrower hereby represents, warrants, covenants and agrees with respect to its respective portion of the Property, as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

"**Event of Default**" means an Event of Default, as defined in the Note.

"**Leases**" means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

"**Lessees**" means the lessees under the Leases or any subtenants or occupants of the Property.

"**Rents**" means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Mortgage.

2. **Assignment.** As security for the payment and performance of the Obligations, each Borrower hereby absolutely and unconditionally transfers, sets over and assigns to Lender all present and future right, title and interest of such Borrower in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with such Borrower under any of the Leases and all other rights and interests of each Borrower under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from each Borrower to Lender, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

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3. **License.** Except as hereinafter set forth, each Borrower shall have a license to collect the Rents accruing under the Leases as they become due ("**License**"), but not in advance, and to enforce the Leases. The License is revocable, at Lender's option, upon the occurrence of an Event of Default. Each Borrower covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations; provided, however, that so long as no Event of Default has occurred, Rents, after the payment of such expenses, may be disbursed to or for the benefit of each Borrower and/or its respective members.

4. **Representations and Warranties.** Each Borrower hereby represents and warrants to Lender that: (a) such Borrower is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to each Borrower's knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to each Borrower's knowledge, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder; (e) to each Borrower's knowledge, no Lessee has any defense, set-off or counterclaim against any Borrower; (f) except as disclosed in writing to Lender, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Borrowers have not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; and (h) to each Borrower's knowledge, except as otherwise disclosed to Lender in writing, all work required to be performed by each Borrower, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

5. **Covenants of Borrowers.**

5.1 **New Leases and Lease Terminations and Modifications.** Borrowers shall not enter into, cancel, surrender or terminate (except as a result of a material default by the Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by any Lessee or any subletting, without the prior written consent of Lender, which shall not be unreasonably withheld; provided that Borrowers shall have the right to enter into, cancel, surrender or terminate, amend or modify any Lease without the prior written consent of Lender if (A) such Lease substantially conforms with a form of Lease previously approved by Lender, (B) such actions with respect to any such Lease are commercially reasonable and in the ordinary course of such Borrower's business, and (C) with respect to residential Leases only: (i) such Lease is for not less than a twelve month period and (ii) such Lease provides for average monthly base rent payments during any twelve month period of not less than the average monthly base rent payments at such time under comparable leases in the Property. Any attempt to do any of the foregoing without the prior written consent of Lender (if such consent is required) shall be null and void.

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5.2 Performance under Leases. Borrowers 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 Borrowers shall not do or suffer to be done anything to impair the security thereof. Borrowers shall not (i) release the liability of any Lessee under any Lease or any guaranty thereof, (ii) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any Lessee's claim of a total or partial eviction, (iv) consent to a termination or cancellation of any Lease, except as specifically provided above or in such Lease, or (v) enter into any oral leases with respect to all or any portion of the Property;

5.3 Collection of Rents. Borrowers shall not collect any of the Rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

5.4 Further Assignment. Borrowers 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, except as specifically permitted by the Loan Documents;

5.5 Lease Guaranty. Borrowers 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;

5.6 Waive Rental Payments. Borrowers shall not waive or excuse the obligation to pay rent under any Lease;

5.7 Defending Actions. Each Borrower 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 Lessee or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear;

5.8 Enforcement. Each Borrower shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guarantors thereunder;

5.9 Notice. Each Borrower shall immediately notify the Lender of any material breach by a Lessee or guarantor under any commercial Lease;

5.10 Subordination. Borrowers shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

5.11 Bankruptcy of Lessee. If any commercial Lessee 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 commercial Leases assigned hereby, each Borrower covenants and agrees that if any such commercial Lease is so terminated or rejected, no settlement for damages shall be made without

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the prior written consent of the Lender, and any check in payment of damages for termination or rejection of any such commercial Lease will be made payable both to the Borrowers and the Lender. The Borrowers hereby assign 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; and

5.12 **Rent Rolls.** Not later than thirty (30) days after the end of each calendar quarter, each Borrower shall deliver to the Lender a certified rent roll for their respective Property as of the last day of such period in a form reasonably satisfactory to the Lender.

6. **Cancellation of Lease.** In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Lender, and if an Event of Default has occurred, shall be applied, at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion or shall be held in trust by Lender as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Borrowers may use and apply such termination payments to expenses of the Property.

7. **Lender's Rights Upon Lessee Bankruptcy.** Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Lender shall have, and is hereby assigned by Borrowers, all of the rights which would otherwise inure to the benefit of Borrowers in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Lender in writing, Lender's exercise of any of the rights provided herein shall preclude Borrowers from the pursuit and benefit thereof without any further action or proceeding of any nature. Lender, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. **Default of Borrowers.**

8.1 **Remedies.** Upon the occurrence of an Event of Default, each Borrower's License to collect Rents shall immediately cease and terminate. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Borrowers might reasonably so act. In furtherance thereof, Lender shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, each Borrower's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Each Borrower shall also pay to Lender, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to each Borrower pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Lender shall have sole

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discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

8.2 Notice to Lessee. Each Borrower hereby irrevocably authorizes each Lessee, upon demand and notice from Lender of the occurrence of an Event of Default, to pay all Rents under the Leases to Lender. Each Borrower agrees that each Lessee shall have the right to rely upon any notice from Lender directing such Lessee to pay all Rents to Lender, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of such Borrower to the contrary. Borrowers shall have no claim against any Lessee for any Rents paid by Lessee to Lender.

8.3 Assignment of Each Borrower's Interest in Lease. Lender shall have the right to assign each Borrower's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to such Borrower for the Rents thereafter accruing.

8.4 No Waiver. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Mortgage, the Note, and any of the other Loan Documents. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

8.5 Costs and Expenses. The cost and expenses (including any receiver's fees and fees) incurred by Lender pursuant to the powers contained in this Assignment shall be immediately reimbursed by Borrowers to Lender on demand, shall be secured hereby and, if not paid by Borrowers, shall bear interest from the date due at the Default Rate (as defined in the Note). Lender shall not be liable to account to Borrowers for any action taken pursuant hereto, other than to account for any Rents actually received by Lender.

9. Indemnification of Lender. Each Borrower hereby agrees to indemnify, defend, protect and hold Lender harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Lender may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Lender under the Leases or this Assignment. Nothing in this section shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken possession of the Property. Any loss or liability incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be immediately reimbursed by Borrowers. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorney fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or

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liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. **Additions to, Changes in and Replacement of Obligations.** Lender may take security in addition to the security already given Lender for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

11. **Power of Attorney.** In furtherance of the purposes of this Assignment, each Borrower hereby appoints Lender as such Borrower's attorney-in-fact, with full authority in the place of such Borrower, at the option of Lender at any time after the occurrence of an Event of Default, and in the name of such Borrower or Lender, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Lender of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to: (a) constitute Lender as a mortgagee in possession nor place any responsibility upon Lender for the care, control, management or repair of the Property, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Lender to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrowers by Lessees and not assigned and delivered to Lender. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

13. **Termination of Assignment.** Lender shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part.

14. **Miscellaneous.**

14.1 **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of

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this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

14.2 Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

14.3 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

14.4 Notices. All notices or other written communications hereunder shall be given in the manner set forth in the Mortgage.

14.5 Modification. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Lender's prior written consent.

14.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

14.7 Successors and Assigns; Gender, Joint and Several Liability. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Borrowers. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. All obligations of Borrower hereunder shall be joint and several.

14.8 Expenses. Borrowers shall pay on demand all costs and expenses incurred by Lender in connection with the review of Leases, including reasonable fees and expenses of Lender's outside counsel.

15. **WAIVER OF JURY TRIAL.** EACH BORROWER AND LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWERS AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN EACH BORROWER AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

16. **JURISDICTION AND VENUE.** EACH BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWERS AND ARISING

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DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. EACH BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO EACH BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE MORTGAGE. EACH BORROWER WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ANY SUCH BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, SUCH BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST SUCH BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWERS SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWERS HEREBY WAIVE THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.


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IN WITNESS WHEREOF, Borrowers have caused this Assignment to be duly executed as of the day and year first above written.

BORROWERS:


2115 SEDGWICK LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of The Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, its sole member

By: 
Bernard Leviton, Trustee

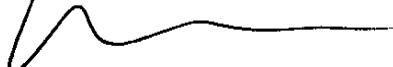
525 ARLINGTON LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of The Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, its sole member

By: 
Bernard Leviton, Trustee

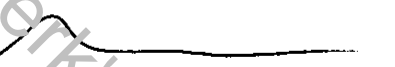
WELLINGTON CLARK LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of The Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, its sole member

By: 
Bernard Leviton, Trustee

2914 CLARK LLC, a Delaware limited liability company

By: Bernard Leviton, as Trustee, and his successors in trust, of The Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, its sole member

By: 
Bernard Leviton, Trustee

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

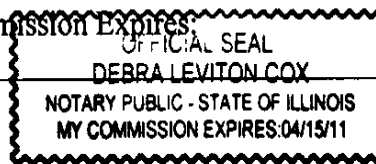
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Bernard Leviton, as trustee of Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, the sole member of **2115 Sedgwick LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, in its capacity as the sole member of 2115 Sedgwick LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of January, 2011.



Notary Public


My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

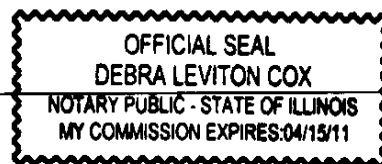
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Bernard Leviton, as trustee of Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, the sole member of **525 ARLINGTON LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, in its capacity as the sole member of 525 Arlington LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of January, 2011.



Notary Public

My Commission Expires:



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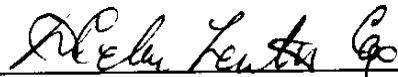
STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Bernard Leviton, as trustee of Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, the sole member of **WELLINGTON CLARK LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, in its capacity as the sole member of Wellington Clark LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of January, 2011.



Notary Public



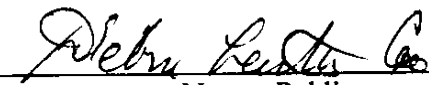
STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

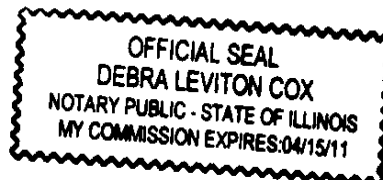
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Bernard Leviton, as trustee of Bernard Leviton Living Trust, dated January 16, 1990, as may be amended, the sole member of **2914 CLARK LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, in its capacity as the sole member of 2914 Clark LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of January, 2011.



Notary Public

My Commission Expires: _____



UNOFFICIAL COPY

EXHIBIT A-1

LEGAL DESCRIPTION

2115 NORTH SEDGWICK, CHICAGO, ILLINOIS

LOTS 35 AND 36 IN SAMUEL B. CHASE'S SUBDIVISION OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 2115 North Sedgwick, Chicago, Illinois
P.I.N.: 14-33-205 011-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A-2

LEGAL DESCRIPTION

525 WEST ARLINGTON PLACE, CHICAGO, ILLINOIS

LOTS 32 AND 33 IN SUBDIVISION OF OUTLOT C IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 525 West Arlington Place, Chicago, Illinois
P.I.N.: 14-28-317-015-0000

Exhibit A-2

UNOFFICIAL COPY

EXHIBIT A-3

LEGAL DESCRIPTION

707-717 WEST WELLINGTON/2951-2959 NORTH CLARK STREET, CHICAGO, ILLINOIS

LOTS 1, 2 AND 3 IN M. WALKER'S RESUBDIVISION OF LOTS 11 AND 12 IN THE SUBDIVISION BY THE HEIRS OF WILLIAM KNOKE, OF PART OF THE NORTH 20 ACRES OF THE SOUTH 50 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property:
P.I.N.:

707-717 West Wellington/2951-2959 North Clark Street, Chicago, IL
14-28-111-001-0000

Exhibit A-3

UNOFFICIAL COPY

EXHIBIT A-4

LEGAL DESCRIPTION

2914-2922 NORTH CLARK STREET/703-707 WEST OAKDALE, CHICAGO, ILLINOIS

PARCEL 1:

THE SOUTH 25.00 FEET OF THE EAST 140.73 FEET OF LOT 2 IN GARDNER AND KNOKE'S SUBDIVISION OF 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 13 IN BICKERDIKE AND STEEL'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 90.5 FEET; THENCE DUE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT, A DISTANCE OF 137.43 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 40.90 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 7.0 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 11.52 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 27.87 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 3.25 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 13, SAID POINT BEING 66.50 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 13; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 140.73 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Exhibit A-4

UNOFFICIAL COPY**EXHIBIT A-4 Continued****LEGAL DESCRIPTION****2914-2922 NORTH CLARK STREET/703-707 WEST OAKDALE, CHICAGO, ILLINOIS****PARCELS:**

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 2 AND 3 AS CREATED BY DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS DATED MARCH 2, 1977 AND RECORDED MAY 19, 1977 AS DOCUMENT 23934604 FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 13 IN BICKERDIKE AND STEELES SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 90.50 FEET; THENCE DUE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 13 A DISTANCE OF 137.43 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 47.90 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 46.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 27.87 FEET; THENCE NORTHWESTERLY 3.25 FEET TO A POINT ON THE NORTH LINE OF SAID LOT, SAID POINT BEGINNING 66.50 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 13; THENCE WEST ALONG SAID NORTH LINE 3.31 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 13, 25.00 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT; THENCE WEST ALONG SAID PARALLEL LINE TO THE WESTERLY LINE OF SAID LOT 13; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE 16.38 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 13.22 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 10.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT, A DISTANCE OF 43.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Address of Property:	2914-2922 North Clark Street/703-707 West Oakdale, Chicago, Illinois
P.I.N.:	14-28-115-002-0000
	14-28-115-059-0000