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

Weil, Gotshal, & Manges LLP
1395 Brickell Avenue, Suite 1200
Miami, Florida 33129
Attn: Beatriz Azcuy-Diaz

Permanent Tax Index Number[s]:
See Exhibit A

Property Address: 225 N.
Columbus Drive, Chicago, Illinois
Cook County



Doc#: 1103218023 Fee: \$80.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/01/2011 11:51 AM Pg: 1 of 23

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AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

dated as of
January 31, 2011

from

AQUA AT LAKESHORE EAST LLC,
an Illinois limited liability company

to

AQUA MEZZ HOLDINGS LLC,
a Delaware limited liability company

Location of Project:
Aqua at Lakeshore East, 225 N. Columbus Drive, Chicago, Illinois
County: Cook

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AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made as of the 31st day of January, 2011, by AQUA AT LAKESHORE EAST LLC, a limited liability company duly organized and validly existing under the laws of the State of Illinois and having an office at c/o Magellan Development Group LLC, 225 N. Columbus, Suite 100, Chicago, Illinois 60601 ("**Borrower**"), in favor of AQUA MEZZ HOLDINGS LLC, a Delaware limited liability company, having an office at c/o PCCP LLC, 280 Park Avenue, 35th Floor, New York, New York 10017 ("**Lender**").

WITNESSETH:

WHEREAS, Borrower is the fee owner of certain real property located in the County of Cook, State of Illinois and being more fully described in Exhibit A attached hereto (the "**Property**"); and

WHEREAS, pursuant to the Assignment of Assignment of Leases and Rents dated as of December 29, 2010 and recorded on December 30, 2010 as Document No. 1036410042 and re-recorded January 12, 2011 as Document No. 1101210041 and re-recorded January 26, 2011 as Document No. 1102631059 with the Cook County Recorder of Deeds, Borrower and Lender are parties to that certain Assignment of Leases and Rents dated as of August 24, 2007 and recorded on August 29, 2007 as Document No. 0724134062 with the Cook County Recorder of Deeds, as amended by the First Amendment to Assignment of Leases and Rents dated as of December 29, 2010 and recorded on December 30, 2010 as Document No. 1036410045 and re-recorded January 12, 2011 as Document No. 1101210042 and re-recorded January 26, 2011 as Document No. 1102631062 with the Cook County Recorder of Deeds (as heretofore amended, modified and supplemented, the "**Original Assignment of Leases and Rents**"); and

WHEREAS, Borrower and Lender are parties to that certain Mezzanine Construction Loan Agreement dated as of August 24, 2007, as amended by that certain Consent and Amendment to Mezzanine Construction Loan Agreement and Other Loan Documents dated as of August 30, 2010, as further amended by that certain Second Amendment to Mezzanine Construction Loan Agreement and Other Loan Documents dated as of November 2, 2010, as further amended by that certain Third Amendment to Mezzanine Construction Loan Agreement and Other Loan Documents dated as of December 29, 2010 (as heretofore amended, modified and supplemented, the "**Original Loan Agreement**"); and

WHEREAS, Borrower and Lender desire to refinance the loan made under the Original Loan Agreement and amend and restate in its entirety the Original Loan Agreement, without constituting a novation, all on the terms and subject to the conditions contained in the Amended and Restated Loan Agreement dated as of the date hereof (as modified and supplemented and in effect from time to time, being herein called the "**Loan Agreement**"); and except as otherwise herein expressly provided, all terms defined in the Loan Agreement are being used herein as defined therein), which Loan Agreement provides, among other things, for a Loan made by Lender to Borrower in the principal amount of \$54,244,779.00, evidenced by and

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repayable with interest thereon in accordance with the Note executed and delivered to the order of Lender and secured by, among other things, that certain Mortgage delivered by Borrower; and

WHEREAS, it is a condition to Lender agreeing to a modification of the Loan and entering into the Loan Agreement that Borrower execute and deliver this Assignment; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the other Loan Documents and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree that the Original Assignment of Leases and Rents is hereby amended, restated and superseded in its entirety as follows:

Section 1. Absolute Assignment.

(a) Subject to Section 4 below, Borrower unconditionally and absolutely assigns to Lender, all of Borrower's right, title and interest in and to the following whether now or hereafter in effect:

(i) Leases. All leasehold estates, leases, ground leases, subleases, licenses, concessionaire agreements, bailments or other agreements affecting the use, enjoyment or occupancy of the Project or any portion thereof now or hereafter existing or entered into (including any use or occupancy arrangements created pursuant to Section 365(d) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors) in respect of any tenant of any portion of the Project (each, a "Tenant"), together with all guaranties thereof and all extensions, amendments and modifications thereto heretofore or hereafter entered into, and all right, title and interest of Borrower thereunder (collectively, the "Leases"); and

(ii) Rents. All rents, issues, profits, royalties, use and occupancy charges (including all oil and gas or other mineral royalties and bonuses), income and other benefits now or hereafter derived from any portion of the Project or the use or occupancy thereof (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any Tenant of any portion of the Project and all claims as a creditor in connection with any of the foregoing) and all cash, security deposits, letters of credit, advance rentals, all deposits or payments of a similar nature relating thereto and all other documents or instruments evidencing the Rent whether now or hereafter in effect (collectively, the "Rents").

(b) This Assignment constitutes an absolute and present assignment and not an assignment for additional security only.

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Section 2. Rights of Lender.

(a) The execution of this Assignment constitutes and evidences the irrevocable consent of Borrower to the entry upon and taking possession of the Project by the Lender and the exercise by the Lender of the rights and powers granted pursuant hereto, including, without limitation, those set forth in clauses (i) through (viii) below, regardless of whether foreclosure has been instituted pursuant to the Assignment and without applying for a receiver. Such assignment shall include, without limitation:

- (i) the immediate and continuing right to receive and collect all amounts payable by all Tenants, including without limitation (A) all Rents, (B) all damages or other amounts payable in the event of any expiration or termination of any Lease pursuant to the terms thereof, by operation of law or otherwise, (C) any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Borrower under any Lease or otherwise, (D) any award in the event of the bankruptcy of any Tenant or guarantor of a Lease, and (E) all security deposits, other security instruments, other deposits or prepayments with respect to any such Leases;
- (ii) all claims, rights, powers, privileges and remedies of Borrower, whether provided for in any Lease or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of any Tenant to perform or comply with any term of any Lease;
- (iii) all right to take all action upon the happening of a default under any Lease as shall be permitted by any Lease or by law, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity;
- (iv) the full power and authority, in the name of Borrower, or otherwise, to enforce, collect, receive and make receipt for any and all of the foregoing and to do any and all other acts and things whatsoever which Borrower, or any landlord is or may be entitled to do under any Lease;
- (v) the full power and authority, in the name of Borrower, or otherwise, to enforce any Lease, including the right to settle, compromise, release, extend the time of payment of, and make allowances, adjustments and discounts of any Rents or other obligations under the Leases;
- (vi) the full power and authority, in the name of Borrower, or otherwise, to notify any Person that the Leases have been assigned to the Lender and that all Rents are to be paid directly to the Lender, whether or not the Lender has commenced or completed foreclosure or taken possession of the Project;
- (vii) the full power and authority, in the name of Borrower, or otherwise, to lease the Project; and
- (viii) the right to apply the Rents to the payment of the Obligations (as such term is defined in the Mortgage) in accordance with the Loan Agreement.

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(b) During the term hereof, all rights, powers and privileges of the Lender herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and Borrower will not take any action under any Lease or otherwise which is inconsistent with this Assignment or any of the terms hereof or thereof and any such action inconsistent herewith or therewith shall, to the fullest extent permitted by Applicable Law, be void. Any further assignment of any rents, issues, or profits from the Project shall to the fullest extent permitted by law be void.

(c) Borrower hereby agrees that it will not, unilaterally or by agreement, (i) subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any Lease in any manner which would violate this Assignment, the Loan Agreement or the other Loan Documents or (ii) except as permitted by the Loan Agreement and except for security deposits, accept a prepayment of Rent in excess of Rent for one month. If any Lease shall be amended as permitted hereby or by the other Loan Documents, such Lease shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto, subject to the provisions of any non-disturbance agreement which the Lender may have granted in accordance with the provisions of this Assignment.

Section 3. No Obligation.

(a) Nothing contained in the foregoing section shall be construed to bind the Lender to the performance of any of the covenants, conditions or provisions contained in any such Lease or other document or otherwise to impose any obligation on the Lender (including any liability under the covenant of quiet enjoyment contained in any Lease), except that the Lender shall be accountable for (i) any money or security actually received pursuant to such assignment and (ii) any actions which the Lender may take with respect to any such Lease from and after the date the Lender takes possession or control of the Project.

(b) None of the enforcement of any of the remedies under this Assignment or any other remedies afforded to the Lender under the Loan Documents, at law or in equity shall cause the Lender to be deemed or construed to be a mortgagee-in-possession of the Project, to obligate the Lender to lease the Project or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

(c) Notwithstanding anything to the contrary contained in this Assignment, the Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or by reason of this Assignment and Borrower shall, and hereby agrees at its sole cost and expense to protect, defend, indemnify and hold the Lender harmless for, from and against, and shall be responsible for, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against the Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except to the extent (i) caused by the gross negligence or willful misconduct of the Lender or (ii) occurring after the date upon which the Lender takes possession or control of the Project.

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Section 4. Grant of License; Revocation. Until the occurrence of an Event of Default, the Lender waives its rights under Sections 1 and 2, and grants Borrower a license to collect the Rents. Such license to collect and receive the Rents shall be automatically revoked and the rights of Borrower thereunder shall automatically cease and terminate upon the occurrence of an Event of Default, provided, that Borrower's license to collect the Rents shall be reinstated if Borrower has cured the Event of Default and the Lender has accepted such cure. In the event that Borrower's rights have automatically ceased and terminated upon the occurrence of an Event of Default, (i) Borrower hereby authorizes the Lender to receive and collect the Rents due under the terms of each Lease and to direct any Tenant, by written notice from the Lender or otherwise, to forward such Rents by mail or in person to the Lender and (ii) Borrower shall immediately pay to the Lender any Rents held by or under the control of Borrower. Borrower hereby irrevocably appoints and constitutes the Lender as Borrower's lawful attorney-in-fact, coupled with an interest and with full power of substitution, for the purpose of taking any of the actions described in the immediately preceding sentence and all acts incidental thereto. Following the revocation of the license herein granted, the Lender may retain and apply the Rents toward payment of the Obligations and/or operating expenses, taxes and/or insurance costs for the portion of the Project then encumbered by the Assignment, in such order, priority and proportions as the Lender, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Project, and irrespective of whether the Lender shall have commenced a foreclosure of this Assignment or shall have applied or arranged for the appointment of a receiver with respect thereto.

Section 5. Direction to Tenants. Borrower hereby irrevocably authorizes and directs each Tenant of the Project, upon receipt of notice from the Lender of an Event of Default, to pay all Rents due or to become due under its Lease directly to the Lender or to any appointed receiver of the Project. Each such Tenant shall have the right to rely upon any such notice of the Lender directing the payment of all Rents to the Lender, without any obligation to inquire as to the actual existence of the Event of Default, notwithstanding any claim of Borrower to the contrary and Borrower shall have no rights or claims against any Tenant for any Rents so paid to the Lender. Borrower shall facilitate, in all commercially reasonable ways, the collection of the Rents by the Lender and will, upon request by the Lender, execute a written notice to each Tenant directing the Tenant to pay the Rents payable under such Tenant's respective Lease to the Lender. Each Tenant is hereby expressly authorized and directed, upon demand by the Lender and without the necessity of any further consent by, or notice from, Borrower, to attorn to the Lender as the owner of the Leases and to pay any and all Rents due to Borrower pursuant to such Tenant's Lease directly to the Lender or to any appointed receiver, and to observe and perform such Tenant's obligations under the Tenant's Lease to or for the Lender and to accept performance of the landlord's obligations under the Lease from the Lender. Each Tenant is hereby expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made. The payment of Rents to the Lender pursuant to the Lender's demand and the performance of obligations under any Lease to or for the benefit of the Lender shall not cause the Lender to assume or be bound by any of the provisions of any such Lease and shall not relieve Borrower of its obligations thereunder.

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Section 6. Remedies Cumulative.

(a) No right or remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Assignment and the other Loan Documents, or under Applicable Law, whether now or hereafter existing; the failure of the Lender to insist at any time upon the strict observance or performance of any of the provisions of this Assignment or to exercise any right or remedy provided for herein or under Applicable Law, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof.

(b) The Lender shall be entitled to enforce payment and performance of any of the Obligations and to exercise all rights and powers under this Assignment or under any Loan Document or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise; neither the acceptance of this Assignment nor its enforcement shall prejudice or in any manner affect the Lender's right to realize upon or enforce any other security now or hereafter held by the Lender, it being stipulated that subject to the terms of the Loan Documents, the Lender shall be entitled to enforce this Assignment, any of the Security Documents and any other security now or hereafter held by the Lender in such order and manner as the Lender, in its sole discretion, may determine; every power or remedy given by the Loan Agreement, this Assignment or any of the other Loan Documents to the Lender, or to which the Lender is otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Lender, and the Lender may pursue inconsistent remedies.

Section 7. No Impairment; No Release. The interests and rights of Borrower under this Assignment shall not be impaired by any indulgence, including (i) any renewal, extension or modification which the Lender may grant with respect to any of the Obligations; (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which the Lender may grant with respect to the Project or any portion thereof; or (iii) any waiver, release or indulgence granted to any maker, endorser, guarantor or surety of any of the Obligations.

Section 8. Further Assurances. Borrower will, at the cost of Borrower, and without expense to the Lender, execute, acknowledge and deliver all and every such commercially reasonable further acts, conveyances, assignments, notices or assignments, transfers and assurances as the Lender shall, from time to time, deem necessary for assuring, conveying, assigning, transferring and confirming unto the Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to the Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes the Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

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Section 9. Miscellaneous.

(a) Release by Lender. Upon the payment in full of the Obligations, the Lender, at Borrower's cost and expense, shall terminate this Assignment by an instrument duly acknowledged in form for recording.

(b) Notices. Any notice required or permitted to be given under this Assignment shall be in writing and either shall be (a) mailed by certified mail, postage prepaid, return receipt requested, (b) sent by overnight air courier service, (c) personally delivered to a representative of the receiving party, or (d) sent by telecopy (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 9(b)) to the intended recipient at the address specified below. Except with respect to notices required to be delivered by Applicable Law (which shall be deemed given or received in accordance with Applicable Law), any communication so addressed and mailed shall be deemed to be given on the earliest of (1) when actually delivered, (2) on the first Business Day after deposit with an overnight air courier service, or (3) on the third Business Day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by Lender. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number specified above, and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours, and an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 9(b). Any party may designate a change of address by written notice to each other party by giving at least ten (10) days' prior written notice of such change of address. The parties' initial addresses for notice purposes shall be as follows, and if not specified shall be as defined in the Loan Agreement:

If to Borrower:

Aqua at Lakeshore East LLC
 c/o Magellan Development Group, LLC
 225 N. Columbus, Suite 100
 Chicago, Illinois 60601
 Attention: David Carlins
 Telephone: (312) 642-2777
 Facsimile: (312) 642-9861

With a copy to:

Sonnenschein Nath & Rosenthal LLP
 7800 Sears Tower
 233 South Wacker Drive
 Chicago, Illinois 60606
 Attention: Mark F. Mehlman, Esq.
 Telephone: (312) 876-8023
 Facsimile: (312) 876-7934

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If to Lender:

c/o PCCP, LLC
 Natixis Account (CMB IPY01)
 280 Park Avenue, 35th Floor
 New York, New York 10017
 Attention: Barrie Bloom
 Facsimile: (646) 308-2130

With a copy to:

Weil, Gotshal & Manges LLP
 737 Fifth Avenue
 New York, New York 10153
 Attention: W. Michael Bond, Esq.
 Facsimile: (212) 310-8007

(c) No Waiver. Any failure by the Lender to insist upon strict performance of any of the terms, provisions or conditions of this Assignment or the other Loan Documents shall not be deemed to be a waiver of same, and the Lender shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

(d) Amendments; etc. This Assignment cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by Borrower and Lender.

(e) Successors and Assigns. This Assignment applies to, inures to the benefit of and binds Borrower and the Lender and their respective successors and assigns, as permitted under the Loan Agreement, and shall run with the Project.

(f) Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of reference and are not a part of this Assignment.

(g) Severability. If any term or provision of this Assignment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the maximum extent permitted by law. If any portion of the Obligations shall for any reason not be secured by a valid and enforceable lien upon any part of the Project, then any payments made in respect of the Obligations (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Assignment (except to the extent otherwise required by Applicable Law) be deemed to be made (i) first, in respect of the portion of the Obligations not secured by the lien of this Assignment, (ii) second, in respect of the portion of the Obligations secured by the lien of this Assignment, but which lien is on less than all of the

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Project, and (iii) last, to the portion of the Obligations secured by the lien of this Assignment, and which lien is on all of the Project.

(h) **CERTAIN WAIVERS.** BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY FORECLOSURE OR OTHER ACTION BROUGHT BY THE LENDER TO ENFORCE ITS RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT, ANY AND EVERY RIGHT BORROWER MAY HAVE TO (A) INTERPOSE ANY COUNTERCLAIM THEREIN, OTHER THAN A COMPULSORY COUNTERCLAIM, AND (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING CONTAINED IN THE IMMEDIATELY PRECEDING SENTENCE SHALL PREVENT OR PROHIBIT BORROWER FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST THE LENDER WITH RESPECT TO ANY ASSERTED CLAIM.

(i) **GOVERNING LAW.** BORROWER AND LENDER AGREE THAT THE STATE OF NEW YORK HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (EXCLUDING APPLICATION OF ANY PRINCIPLE OF CONFLICT OF LAWS WHICH WOULD DIRECT THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED SHALL GOVERN AS TO THE CREATION, PRIORITY AND ENFORCEMENT OF SECURITY INTERESTS WITH RESPECT TO THE MORTGAGED PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW OR NOT PROHIBITED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, AND THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. THE PROVISIONS OF SECTION 1234 OF THE LOAN AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE.

(j) **WAIVER OF JURY TRIAL.** BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THIS ASSIGNMENT OR IN ANY WAY RELATING TO THE LOAN OR THE PROJECT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS ASSIGNMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT

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THIS ASSIGNMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE LENDER TO ENTER THIS ASSIGNMENT.

(k) Limitation on Liability. Article XIII of the Loan Agreement is incorporated herein by reference.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Assignment has been duly executed by Borrower and Lender as of the day and year first above written.

BORROWER:

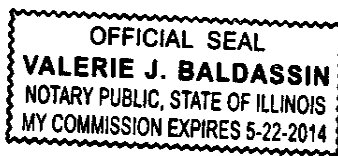
AQUA AT LAKESHORE EAST LLC,
an Illinois limited liability company

By: [Signature]
Name: David Carlins
Title: Authorized Signatory

STATE OF ILLINOIS)
) ss.:
COUNTY OF Cook)

On the 27 day of January, 2011, before me, the undersigned, personally appeared David Carlins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

[Signature]
Signature and Office of individual
taking acknowledgement

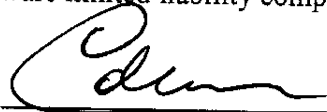


[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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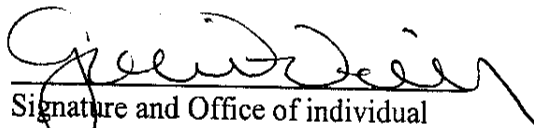
LENDER:

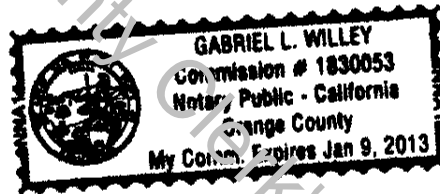
AQUA MEZZ HOLDINGS LLC,
a Delaware limited liability company

By: 
 Name: Nicholas V. Colonna
 Title: Authorized Signatory

STATE OF CALIFORNIA)
) ss.:
 COUNTY OF LOS ANGELES

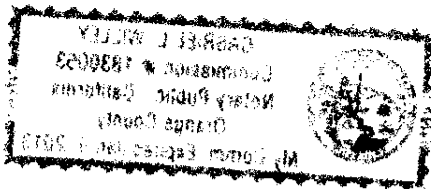
On the 26th day of January, 2011, before me, the undersigned, personally appeared Nicholas V. Colonna, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.


 Signature and Office of individual
 taking acknowledgement



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Property of Cook County Clerk's Office



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

UNITS 5301, 5302, 5305, 5306, 5307, 5309, 5312, 5313, 5314, 5403, 5404, 5406, 5407, 5409, 5413, 5501, 5502, 5503, 5505, 5509, 5510, 5511, 5512, 5513, 5601, 5602, 5603, 5605, 5608, 5710, 5804, 5806, 5807, 5808, 5809, 5901, 5903, 5909, 6003, 6006, 6008, 6102, 6103, 6104, 6107, 6201, 6202, 6204, 6205, 6206, 6208, 6303, 6304, 6306, 6307, 6309, 6402, 6404, 6406, 6407, 6408, 6409, 6504, 6506, 6507, 6602, 6604, 6606, 6609, 6701, 6705, 6803, 6806, 6808, 6901, 6902, 6903, 6904, 6906, 6909, 7005, 7007, 7009, 7101, 7103, 7104, 7105, 7109, 7202, 7203, 7206, 7207, 7302, 7303, 7305, 7307, 7308, 7309, 7404, 7406, 7407, 7409, 7504, 7506, 7507, 7603, 7605, 7608, 7609, 7702, 7705, 7706, 7707, 7709, 7801, 7802, 7803, 7804, 7805, 7808, 7903, 7907, 7908, 7909, 8001, 8008, 8106, 8108 AND PARKING SPACE UNITS LL2- 1, LL2-2, LL2-3, LL2-8, LL2-10, LL2-11, LL2-12, LL2-13, LL2-19, LL2-20, LL2-24, LL2-28, LL2-29, LL2-30, LL2-31, LL2-33, LL2-34, LL2-36, LL2-37, LL2-40, LL2-46, LL2-47, LL2-48, LL2-50, LL2-51, LL2-52, LL2-53, LL2-54, LL2-55, LL2-56, LL2-61, LL2-62, LL2-63, LL2-64, LL2-65, LL2-66, LL2-67, LL2-68, LL2-69, LL2-70, LL2-75, LL2-78, LL2-79, LL2-80, LL2-81, LL2-82, LL2-83, LL2-84, LL2-85, LL2-86, LL2-87, LL2-88, LL2-89, LL2-92, LL2-93, LL2-94, LL2-96, LL2-97, LL2-98, LL2-99, LL2-100, LL2-101, LL2-102, LL2-103, LL2-104, LL2-105, LL2-106, LL2-107, LL2-108, LL2-109, LL2-110, LL2-111, LL3-1, LL3-2, LL3-3, LL3-4, LL3-8, LL3-10, LL3-11, LL3-12, LL3-15, LL3-16, LL3-17, LL3-19, LL3-21, LL3-27, LL3-28, LL3-32, LL3-33, LL3-42, LL3-43, LL3-46, LL3-47, LL3-48, LL3-50, LL3-52, LL3-58, LL3-59, LL3-61, LL3-62, LL3-63, LL3-65, LL3-66, LL3-68, LL3-69, LL3-71, LL3-72, LL3-74, LL3-75, LL3-77, LL3-78, LL3-79, LL3-80, LL3-81, LL3-82, LL3-83, LL3-84, LL3-85, LL3-86, LL3-87, LL3-89, LL3-91, LL3-92, LL3-93, LL3-94, LL3-95, LL3-96, LL3-97, LL3-98, LL3-99, LL3-100, LL3-101, LL3-102, LL3-103, LL3-104, LL3-105, LL3-106, LL3-107, LL3-109, LL3-110, LL3-111, LL4-1, LL4-2, LL4-3, LL4-4, LL4-5, LL4-6, LL4-7, LL4-8, LL4-9, LL4-10, LL4-12, LL4-13, LL4-14, LL4-17, LL4-23, LL4-28, LL4-33, LL4-34, LL4-37, LL4-39, LL4-41, LL4-44, LL5-3, LL5-7, LL5-8, LL5-9, LL5-10, LL5-11, LL5-13, LL5-16, LL5-17, LL5-19, LL5-20, LL5-21, LL5-22, LL5-24, LL5-25, LL5-27, LL5-28, LL5-30, LL5-32, LL5-33, LL5-34, LL5-35, IN THE AQUA AT LAKESHORE EAST CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOTS 1, 1A, 2, 3A AND 3B IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 10, 2009 AS DOCUMENT NO. 0925316039 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NUMBER 0030322531 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 18, 2004 AND RECORDED NOVEMBER 19, 2004 AS DOCUMENT NUMBER 0501919099 AND THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC, DATED FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632009 AND FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632012 AND BY THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF OCTOBER 27, 2005 AND RECORDED NOVEMBER 9, 2006 AS DOCUMENT 0631333004 AND SUBSEQUENTLY RE-RECORDED ON FEBRUARY 9, 2007 AS DOCUMENT 0704044062 AND THE SIXTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF DECEMBER 20, 2007 AND RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735531065 AND RE-RECORDED ON APRIL 8, 2008 AS DOCUMENT 0809910104 AND THE SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910034 AND THE EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910035.

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PARCEL 3:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JUNE 4, 2009 AS DOCUMENT 0915534060 AND AS FURTHER AMENDED BY FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED SEPTEMBER 10, 2009 AS DOCUMENT 0925316038, FOR SUPPORT, COMMON WALLS, CEILINGS AND FLOORS, EQUIPMENT AND UTILITIES, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE AND ENCROACHMENTS, OVER THE LAND DESCRIBED THEREIN.

PARCEL 4: ("THE AQUA AT LAKESHORE EAST" PARKHOME PARCEL")

BEING COMPRISED OF THE FOLLOWING 6 PARCELS OF LAND HEREINAFTER DESCRIBED:

PARKHOME LL-2 1:

(LOWER LEVEL 2)

THAT PART OF LOTS 1, 2 AND 15 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 2 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 39.53 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 1 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 62.36 FEET SOUTH FROM THE NORTH LINE AND 10.00 FEET EAST FROM THE WEST LINE OF LOT 15 AFORESAID; THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 15 AFORESAID, 38.74 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.90 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.11 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.38 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.38 FEET; THENCE

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EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE
 SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.62 FEET; THENCE
 WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE
 SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.38 FEET; THENCE
 EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE
 SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.62 FEET; THENCE
 WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE
 SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.38 FEET; THENCE
 EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE
 SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.96 FEET; THENCE
 WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 43.97 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.90 FEET; THENCE
 WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.42 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE
 EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.58 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.50 FEET; THENCE
 WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.58 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE
 EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.07 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.50 FEET; THENCE
 EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.51 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.50 FEET; THENCE
 WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.58 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE
 EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.07 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.50 FEET; THENCE
 EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.51 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.50 FEET; THENCE
 WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.58 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE
 EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.07 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.50 FEET; THENCE
 EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.51 FEET; THENCE
 NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.00 FEET TO THE
 POINT OF BEGINNING.

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PARKHOME LL-2 2:

(LOWER LEVEL 2)

THAT PART OF LOTS 1 AND 15 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 2 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 39.53 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 1 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 308.74 FEET SOUTH FROM THE NORTH LINE AND 36.12 FEET WEST FROM THE EAST LINE OF LOT 15 AFORESAID; THENCE WEST, PERPENDICULAR TO THE EAST LINE OF LOT 15 AFORESAID, 25.37 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.48 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.37 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.48 FEET TO THE POINT OF BEGINNING.

PARKHOME LL-3:

(LOWER LEVEL 3)

THAT PART OF LOT 15 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.35 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 3 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL LL-2 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 62.36 FEET SOUTH FROM THE NORTH LINE AND 10.84 FEET EAST FROM THE WEST LINE OF LOT 15 AFORESAID; THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 15 AFORESAID, 38.74 FEET; THENCE

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SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.90 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.11 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.38 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.38 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.38 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.38 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.38 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.96 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 43.97 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 228.89 FEET; TO THE POINT OF BEGINNING.

PARKHOME LL-4 1:

(LOWER LEVEL 4)

THAT PART OF LOTS 1, 2 AND 15 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 4 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.35 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 3 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 61.86 FEET SOUTH FROM THE NORTH LINE AND 9.01 FEET EAST FROM THE EAST LINE OF LOT 2 AFORESAID; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 18.52 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.50 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.49 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 229.03 FEET; THENCE WEST,

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PERPENDICULAR TO THE LAST DESCRIBED LINE, 51.26 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.53 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.75 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 51.01 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.85 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 38.79 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.21 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 38.79 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.21 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 38.79 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.21 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 38.79 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.21 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.15 FEET TO THE POINT OF BEGINNING.

PARKHOME LL-4 2:

(LOWER LEVEL 4)

THAT PART OF LOTS 1 AND 15 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 4 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.35 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 3 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 308.74 FEET SOUTH FROM THE NORTH LINE AND 48.49 FEET WEST FROM THE EAST LINE OF LOT 15 AFORESAID; THENCE WEST, PERPENDICULAR TO THE EAST LINE OF LOT 15 AFORESAID, 44.56 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.88 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 41.79 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.85 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.77 FEET; THENCE

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SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.03 FEET TO THE POINT OF BEGINNING.

PARKHOME LL-5:

(LOWER LEVEL 5)

THAT PART OF LOT 15 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 6.00 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 4 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 41.82 FEET SOUTH FROM THE NORTH LINE AND 34.96 FEET EAST FROM THE WEST LINE OF LOT 15 AFORESAID; THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 15 AFORESAID, 15.56 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.70 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.03 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.67 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.47 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.03 FEET TO THE POINT OF BEGINNING.

ADDRESS: 225 N. COLUMBUS DRIVE, CHICAGO, IL 60601

TAX NUMBERS: 17-10-318-063-1001, 17-10-318-063-1002, 17-10-318-063-1005, 17-10-318-063-1006, 17-10-318-063-1007, 17-10-318-063-1009, 17-10-318-063-1012, 17-10-318-063-1013, 17-10-318-063-1014, 17-10-318-063-1017, 17-10-318-063-1018, 17-10-318-063-1020, 17-10-318-063-1021, 17-10-318-063-1023, 17-10-318-063-1027, 17-10-318-063-1029, 17-10-318-063-1030, 17-10-318-063-1031, 17-10-318-063-1033, 17-10-318-063-1037, 17-10-318-063-1038, 17-10-318-063-1039, 17-10-318-063-1040, 17-10-318-063-1041, 17-10-318-063-1043, 17-10-318-063-1044, 17-10-318-063-1045, 17-10-318-063-1047, 17-10-318-063-1050, 17-10-318-063-1060, 17-10-318-063-1064, 17-10-318-063-1066, 17-10-318-063-1067, 17-10-318-063-1068, 17-10-318-063-1069, 17-10-318-063-1070, 17-10-318-063-1072, 17-10-318-063-1072, 17-10-318-063-1078, 17-10-318-063-1081, 17-10-318-063-1084, 17-10-318-063-1086, 17-10-318-063-1089, 17-10-318-063-1090, 17-10-318-063-1091, 17-10-318-063-1094, 17-10-318-063-1097, 17-10-318-063-1098, 17-10-318-063-1100, 17-10-318-063-1101, 17-10-318-063-1102, 17-10-318-063-1104, 17-10-318-063-1108, 17-10-318-063-1109, 17-10-318-063-1111, 17-10-318-063-1112, 17-10-318-063-1114, 17-10-318-063-1116, 17-10-318-063-1118, 17-10-318-063-

UNOFFICIAL COPY

17-10-318-063-1297, 17-10-318-063-1303, 17-10-318-063-1304, 17-10-318-063-1306, 17-10-318-063-1307, 17-10-318-063-1309, 17-10-318-063-1310, 17-10-318-063-1311, 17-10-318-063-1314, 17-10-318-063-1320, 17-10-318-063-1325, 17-10-318-063-1331, 17-10-318-063-1334, 17-10-318-063-1338, 17-10-318-063-1343, 17-10-318-063-1346, 17-10-318-063-1353, 17-10-318-063-1359, 17-10-318-063-1363, 17-10-318-063-1369, 17-10-318-063-1370, 17-10-318-063-1410, 17-10-318-063-1431, 17-10-318-063-1457, 17-10-318-063-1462, 17-10-318-063-1464, 17-10-318-063-1465, 17-10-318-063-1467, 17-10-318-063-1478, 17-10-318-063-1482, 17-10-318-063-1483, 17-10-318-063-1484, 17-10-318-063-1485, 17-10-318-063-1488, 17-10-318-063-1490, 17-10-318-063-1501, 17-10-318-063-1502, 17-10-318-063-1504, 17-10-318-063-1515, 17-10-318-063-1516, 17-10-318-063-1529, 17-10-318-063-1532, 17-10-318-063-1538, 17-10-318-063-1541, 17-10-318-063-1542, 17-10-318-063-1543, 17-10-318-063-1547, 17-10-318-063-1552, 17-10-318-063-1553, 17-10-318-063-1557, 17-10-318-063-1558, 17-10-318-063-1559, 17-10-318-063-1562, 17-10-318-063-1563. (AFFECTS PARCEL 1)

AND,

17-10-318-051-0000 (AFFECTS PARCEL 4)