Doc#: 1113722088 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/17/2011 02:37 PM Pg: 1 of 12

This document prepared by and after recording return to:

Andrew H. Tripp Ungaretti & Harris LLP 3500 Three First National Plaza Chicago Alinois 60602

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ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of the day of May, 2011, by HIGHLAND PARK PARTNERS, L.L.C., an Illinois limited liability company (the "Assignor"), whose address is 2404 South Wolcott, Chicago, Illinois 60608, to and in favor of THE PRIVATEBANK AND TRUST COMPANY (the "Lender"), an Illinois banking corporation, whose address is 120 South LaSalle Street, Chicago, Illinois 60602.

RECITALS:

WHEREAS, Lender has agreed to make a loan to Assignor in the maximum principal amount of \$5,000,000.00 (the "Loan");

WHEREAS, the Lender has agreed to make the Loan to the Assignor upon the terms and conditions contained in that certain Loan Agreement between Lender and Assignor dated as of even date herewith (as amended, restated, modified, replaced or substituted from time to time, the "Loan Agreement"). All capitalized terms used but not specifically defined herein shall have the meanings ascribed to such terms in the Loan Agreement;

WHEREAS, to secure repayment of the Note and the performance of all of Assignor's Obligations under the Loan Documents, Lender requires Assignor to execute and deliver that certain Mortgage, Security Agreement and Assignment of Leases and Rents dated as of even date herewith (as amended, restated, modified, replaced or substituted from time to time, the "Mortgage"); and

WHEREAS, as a further condition precedent to the Lender's making of the Loan to the Assignor, Lender requires the execution and delivery of this Assignment by the Assignor.

NOW, THEREFORE, the Assignor represent, warrants, covenants and agrees as follows:

- 1. <u>DEFINITIONS</u>. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Loan Agreement.
- GRANT OF SECURITY INTEREST. The Assignor hereby grants, transfers, sets over and assigns to the Lender, all of the right, title and interest of the Assignor in and to (i) all of the rents, reverues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Property"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Property together with all guaranties of any of such Leases and all security deposits delivered by tenants there incler, whether in cash or letter of credit, including without limitation the Operator Lease; (iii) all 1914's and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Property. This Assignment is an absolute transfer and assignment of the foregoing interests to the Lender given to secure: (i) the payment and performance of all Obligations, including, without limitation, the debt evidenced by the Note; (ii) the performance of all Lovenants and agreements of Assignor contained in the Loan Agreement or in the other Loan Documen's; (iii) the payment of all other sums, with interest thereon, advanced in accordance herewish to protect the security of this Assignment or to fulfill any of Assignor's obligations hereunder or under the other Loan Documents as further set forth below; (vi) the repayment of all sums now or hereafter owing to Lender by Assignor pursuant to any instrument which recites that it is secured hereby; and (vii) any and all other liabilities and obligations of the Assignor to the Lender, now soever created, arising or evidenced, and howsoever owned, held or acquired, whether now or negerater existing, whether now due or to become due, direct or indirect, absolute or contingent and whether several, joint or joint and several, howsoever and whensoever arising.
- 3. <u>REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR</u>. The Assignor represents and warrants to the Lender that:
 - (a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;
 - (b) the Assignor is the lessor under all Leases;

- (c) there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;
- (d) the Assignor has not executed any instrument or performed any act which may prevent the Lender from operating under any of the terms and provisions hereof or which would limit the Lender in such operation; and
- (e) there are no defaults by the landlord and, to the Assignor's knowledge, there are no material defaults by tenants under any Leases.
- 4. <u>COVENANTS OF THE ASSIGNOR</u>. The Assignor covenants and agrees that so long as this Assignment shall be in effect:
 - (a) the Assignor shall not lease any portion of the Property unless the Assignor obtains the Lender's prior written consent to all aspects of such lease;
 - (b) the Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination of cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Property;
 - (c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;
 - (d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;
 - (e) the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Lender's prior written consent; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

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- (f) the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Lender;
- (g) the Assignor shall not alter, modify or change the terms of any guaranty of ary 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;
- the Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- (i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear;
- (j) the Assignor shall give prompt notice to the Lender of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;
- (k) the Assignor shall enforce the covervance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Lender of any material breach by the tenant or guarantor under any such Lease;
- (l) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the Obligations secured hereby or liens for general real estate taxes not delinquent;
- (m) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Lender as mortgagee, mortgagee in possession or successor in title to the Property for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Lender as security for tenant's performance under such Lease; and
- (n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases

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assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Lender. The Assignor hereby assigns any such payment to the Lender and further covenants and agrees that upon the request of the Lender, it will duly endorse to the order of the Lender any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

- 5. <u>RIGHTS PRIOR TO DEFAULT</u>. Unless or until an Event of Default shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Lender shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.
- 6. <u>DEFAULT</u>. A "Default" shall occur under this Assignment upon the occurrence of (a) a material breach by Assign or of any representation, warranty, covenant, obligation or promise made by the Assignor in unis Assignment, (b) an Event of Default (as that term is defined in the Loan Agreement) or (c) any other "event of default" as that term may be described or defined in the Note or any of the other Loan Documents.
- 7. RIGHTS AND REMEDIES UPON DEFAULT. At any time upon or following the occurrence of any Default, the Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Default, without further notice or demand on the Assigno, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any acue of the proceeding to foreclose any Mortgage or any other lien or security interest granted by the Loan Doorments:
 - (a) Subject to the terms of the Mortgage, enter upon and take possession of the Property, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seen proper to the Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Lender deems necessary or proper;
 - (b) Either with or without taking possession of the Property, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Property and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Lender, without proof of Default hereunder,

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upon receipt from the Lender of written notice to thereafter pay all such rents and other amounts to the Lender and to comply with any notice or demand by the Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Lender; and

- (c) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Lender may deem necessary, and any amount so paid by the Lender shall become immediately due and payable by the Assignor with interest thereor until paid at the Default Rate and shall be secured by this Assignment.
- 8. A.P. ICATION OF PROCEEDS. All sums collected and received by the Lender out of the rents, issues, income and profits of the Property following the occurrence of any one or more Events of Default shall be applied in accordance with the provisions of the Act (as defined in the Mortgage).
- LIMITATION OF JENDER'S LIABILITY. The Lender shall not be liable for any loss sustained by the Assignor regarding from the Lender's failure to let the Property or from any other act or omission of the Lende, in managing, operating or maintaining the Property following the occurrence of a Default. The Lender shall not be obligated to observe, perform or discharge, nor does the Lender hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Lender) and hold the Lender harmless from and against any and all liability, loss or damage which the Lender may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatseever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Lender's gross negligence or willful misconduct. Should the Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Lender for the care, control, management or repair of the Property or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Lender responsible or liable for any waste committed upon the Property by any tenant, occupant or other party, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Lender of any of the rights set forth herein or in the Mortgage shall constitute

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or be construed as constituting the Lender a "mortgagee in possession" of the Property, in the absence of the taking of actual possession of the Property by the Lender pursuant to the provisions hereof or of the Mortgage.

- 10. NO WAIVER. Nothing contained in this Assignment and no act done or omitted to be done by the Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Lender under the terms and provisions of such instruments, and the Lender may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Lender may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 11. <u>FURTHER ASSURANCES</u>. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Lender may designate) and shall do or cause to be done such further acts, as the Lender may request, in order to permat the Lender to perfect, protect, preserve and maintain the assignment made to the Lender by this Assignment.
- 12. <u>SECURITY DEPOSITS</u>. The Assignor acknowledges that the Lender has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Lender assumes no responsibility or liability for any security so deposited.
- 13. <u>SEVERABILITY</u>. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Lender and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforce wility of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.
- 14. <u>SUCCESSORS AND ASSIGNS</u>. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Lender under this Assignment shall inure to the benefit of the Lender and its successors and assigns.
- 15. <u>WRITTEN MODIFICATIONS</u>. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Lender at the time of such amendment, modification or supplement.
- 16. <u>DURATION</u>. This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall

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have fully paid and performed all of the other Obligations secured hereby and by the other Loan Documents.

- 17. <u>GOVERNING LAW</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois and the applicable laws of the United States of America.
- 18. <u>NOTICES</u>. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Lender, as the case may be, as specified in the Loan Agreement.
- 19. WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND THE LENDER (BY ACCEPTANCE MEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AN'J VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTUKE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FOM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL 3E TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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

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

> HIGHLAND PARK PARTNERS, L.L.C., an Illinois limited liability company

By: M. PAPENS
Title: MANAGEL

	By:
	Name: Tool J Papers
	Title: MANAGER
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STATE OF ILLINGIS)	
) SS.	
COUNTY OF COOK	
The undersigned, a Notary Public, in an	nd for the said County, in the State aforesaid, DO
HEREBY CERTIFY that (COLO I ma	the Mark of HIGHLAND PARK
PARTNERS, L.L.C., an Illinois limited liab lit	ty company, who is personally known to me to be
the same person whose name is subscribed to	ne foregoing instrument as such Muan
appeared before me this day in person and ac	knowledged that he signed and delivered the said
instrument as his own free and voluntary act a	and as the free and voluntary act of said company,
for the uses and purposes therein set forth.	9
GIVEN under my hand and notarial sea	al this, day c1, 2011.
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— ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	1 hillie
"OFFICIAL SEAL"	Notary Public
KATHRYN KOVITZ ARNOLD KATHRYN KOVITZ ARNOLD	
NOTARY PUBLIC, STATE OF ILLINOIS & MY COMMISSION EXPIRES 10/29/2014	ly Commission Expires:
SWA COMMISSION EXCHANGE WITCH	y Continussion Expires.
<u> </u>	<u> </u>

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

UNITS 32, 33, 34, 35 AND 36 IN CHICAGO INTERNATIONAL PRODUCE MARKET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL A:

LOTS 1 THP OUGH 15 BOTH INCLUSIVE, (EXCEPTING THEREFROM THE WEST 65 FEET OF THE SOUTH 15 FEET OF LOT 2 AND THE WEST 15 FEET OF LOTS 3 THROUGH 15, BOTH INCLUSIVE), AND LOTS 16, 17, AND 18 (EXCEPTING THEREFROM THE WEST 100 FEET THEREOF), ALL IN BLOCK 13; AND LOTS 19 TO 34 BOTH INCLUSIVE, AND LOT 35 (EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE EAST 30 FEET THEREOF) AND LOT 36 (EXCEPTING THEREFROM THE EAST 80 FEET THEREOF) ALL IN BLOCK 12, ALL SAID LOTS AND BLOCKS BEING IN S. J. WALKER'S DOCK ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVEP, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE WESTERLY 1/2 OF CANAL "C" LYING EAST OF AND ADJOINING LOTS 19 TO 35, BOTH INCLUSIVE, (EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE WESTERLY 1/2 OF CANAL "C" LYING EAST OF AND ADJOINING THE NORTH 80.4 FEET OF LOT 35), ALL IN BLOCK 12 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2, NORTH OF RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

ALL THAT PART OF VACATED SOUTH WOLCOTT AVENUE DESCRIBED AS FOLLOWS: LYING WEST OF THE WEST LINE OF LOTS 19 TO 36, BOTH INCLUSIVE, IN BLOCK 12 AFORESAID, LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN BLOCK 13 AFORESAID, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF LOT 36 IN BLOCK 12 FROM A POINT WHICH 38.89 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 36 AS MEASURED ALONG THE WEST LINE OF SAID LOT 36, SAID RIGHT ANGLE LINE EXTENDED WEST TO THE EAST LINE OF LOT 1 IN BLOCK 13 AND LYING NORTH AND NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 19 IN BLOCK 12 TO THE

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SOUTHEAST CORNER OF LOT 18 IN BLOCK 13 AFORESAID; SAID VACATED STREET BEING FURTHER DESCRIBED AS THAT PART OF SOUTH WOLCOTT AVENUE LYING BETWEEN A RIGHT ANGLE LINE DRAWN FROM THE EAST LINE OF SOUTH WOLCOTT AVENUE FROM A POINT 38.89 FEET SOUTH OF THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD AND THE NORTHWESTERLY LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS VACATED BY VACATION ORDINANCE RECORDED OCTOBER 4, 2000 AS DOCUMENT 00778090.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020271499 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, IL LINOIS.

PARCEL 2:

THE RIGHT TO USE OF U32-A, U33-A, U34-A, U35-A AND U36-A, EXCLUSIVE LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0020271499.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS I AND 2 AS CREATED BY AGREEMENT RECORDED OCTOBER 19, 1979 AS DOCUMENT 25201753 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, UNDER TRUST NO. 44760, AND EDWARD HINES I UMBER CO., A CORPORATION OF DELAWARE, OVER THE FOLLOWING DESCRIBED PROFERTY:

AN EASEMENT 22 FEET IN WIDTH LYING 11 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEING THAT PART OF LOTS 16, 17 AND 18 IN BLOCK 13 IN S. 3. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER DESCRIBED AS FOLLOWS:

NOTE: THE WEST LINE OF AFORESAID LOTS 16, 17 AND 18 IS CONSIDERED AS BEARING DUE NORTH FOR THE FOLLOWING COURSES: COMMENCING AT THE NORTHWEST CORNER OF AFORESAID LOT 16, THENCE NORTH 89 DEGREES 54 MINUTES EAST IN ITS NORTH LINE, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING OF THE AFORESAID CENTER LINE; THENCE SOUTH IN AFORESAID CENTER LINE A DISTANCE OF 347.0 FEET TO MANHOLE; THENCE SOUTH 25 DEGREES 49 MINUTES WEST IN AFORESAID CENTER LINE A DISTANCE OF 71.50 FEET TO THE END OF THE SEWER BEING IN THE WESTERLY FACE OF STEEL SHEETING, IN COOK COUNTY, ILLINOIS.

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P.I.N.(s): 17-30-209-017-1032; 17-30-209-017-1033; 17-30-209-017-1034; 17-30-209-017-

1035; 17-30-209-017-1036

Common Address: 2404 South Wolcott Avenue, Units 32, 33, 34, 35 and 36, Chicago

International Produce Market Condominium, Chicago, IL

Property of Cook County Clark's Office